

18-011

**ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT**

ORIGINAL**SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION**

This Section must be completed for all projects.

RECEIVED

MAR 09 2018

Facility/Project Identification

Facility Name:	Vermilion County Dialysis		
Street Address:	26 East West Newell Road		
City and Zip Code:	Danville, Illinois 61834		
County:	Vermilion	Health Service Area:	4
		Health Planning Area:	4

**HEALTH FACILITIES &
SERVICES REVIEW BOARD****Applicant(s)** [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name:	DaVita Inc
Street Address:	2000 16 th Street
City and Zip Code:	Denver, CO 80202
Name of Registered Agent:	Illinois Corporation Service Company
Registered Agent Street Address:	801 Stevenson Drive
Registered Agent City and Zip Code:	Springfield, Illinois 62703
Name of Chief Executive Officer:	Kent Thiry
CEO Street Address:	2000 16 th Street
CEO City and Zip Code:	Denver, CO 80202
CEO Telephone Number:	(303) 405-2100

Type of Ownership of Applicants

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership	
<input checked="" type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental	
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other

- Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
- Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

APPEND DOCUMENTATION AS ATTACHMENT 1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Primary Contact [Person to receive ALL correspondence or inquiries]

Name:	Tim Tincknell
Title:	Administrator
Company Name:	DaVita Inc.
Address:	2484 North Elston Avenue, Chicago, Illinois 60647
Telephone Number:	773-278-4403
E-mail Address:	timothy.tincknell@davita.com
Fax Number:	866-586-3214

Additional Contact [Person who is also authorized to discuss the application for permit]

Name:	Lynanne Hike
Title:	Regional Operations Director
Company Name:	DaVita Inc.
Address:	622 Roxbury Road, Rockford, Illinois 61107
Telephone Number:	815-397-0713
E-mail Address:	lynanne.hike@davita.com
Fax Number:	855-616-4279

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD APPLICATION FOR PERMIT

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name:	Vermilion County Dialysis		
Street Address:	26 East West Newell Road		
City and Zip Code:	Danville, Illinois 61834		
County:	Vermilion	Health Service Area:	4
		Health Planning Area:	4

Applicant(s) [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name:	Total Renal Care Inc.
Street Address:	2000 16 th Street
City and Zip Code:	Denver, CO 80202
Name of Registered Agent:	Illinois Corporation Service Company
Registered Agent Street Address:	801 Stevenson Drive
Registered Agent City and Zip Code:	Springfield, Illinois 62703
Name of Chief Executive Officer:	Kent Thiry
CEO Street Address:	2000 16 th Street
CEO City and Zip Code:	Denver, CO 80202
CEO Telephone Number:	(303) 405-2100

Type of Ownership of Applicants

- | | | |
|--|--|--------------------------------|
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County:	Vermilion	Health Service Area:	4
		Health Planning Area:	4

Applicant(s) [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name:	Genesis KC Development LLC		
Street Address:	2000 16 th Street		
City and Zip Code:	Denver, CO 80202		
Name of Registered Agent:	Illinois Corporation Service Company		
Registered Agent Street Address:	801 Stevenson Drive		
Registered Agent City and Zip Code:	Springfield, Illinois 62703		
Name of Chief Executive Officer:	Kent Thiry		
CEO Street Address:	2000 16 th Street		
CEO City and Zip Code:	Denver, CO 80202		
CEO Telephone Number:	(303) 405-2100		

Type of Ownership of Applicants

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Fax Number:	855-616-4279

Post Permit Contact

[Person to receive all correspondence subsequent to permit issuance-**THIS PERSON MUST BE EMPLOYED BY THE LICENSED HEALTH CARE FACILITY AS DEFINED AT 20 ILCS 3960**]

Name:	Kara Friedman
Title:	Attorney
Company Name:	Polsinelli PC
Address:	150 North Riverside Plaza, Suite 3000, Chicago, Illinois 60606
Telephone Number:	312-873-3639
E-mail Address:	kfriedman@polsinelli.com
Fax Number:	312-873-3793

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner:	Genesis KC Development LLC
Address of Site Owner:	2000 16 th Street, Denver, CO 80202
Street Address or Legal Description of the Site:	26 East West Newell Road, Danville, Illinois 61834 Lot 9 of Danville Crossings 2 containing 1.160 acres located as part of the NE 1/4, Section 17, T-20-N, R-11-W, 2 nd P.M., City of Danville, Vermilion County, Illinois
APPEND DOCUMENTATION AS ATTACHMENT 2 , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

Operating Identity/Licensee

[Provide this information for each applicable facility and insert after this page.]

Exact Legal Name:	Total Renal Care Inc.	
Address:	2000 16 th Street, Denver, CO 80202	
<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership	
<input checked="" type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental	
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other
<ul style="list-style-type: none">o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.o Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.		
APPEND DOCUMENTATION AS ATTACHMENT 3 , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.		

Organizational Relationships

Provide (for each applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.

APPEND DOCUMENTATION AS **ATTACHMENT 4**, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Flood Plain Requirements

[Refer to application instructions.]

Provide documentation that the project complies with the requirements of Illinois Executive Order #2006-5 pertaining to construction activities in special flood hazard areas. As part of the flood plain requirements, please provide a map of the proposed project location showing any identified floodplain areas. Floodplain maps can be printed at www.FEMA.gov or www.illinoisfloodmaps.org. This map must be in a readable format. In addition, please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2006-5 (<http://www.hfsrb.illinois.gov>).

APPEND DOCUMENTATION AS **ATTACHMENT 5**, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Historic Resources Preservation Act Requirements

[Refer to application instructions.]

Provide documentation regarding compliance with the requirements of the Historic Resources Preservation Act.

APPEND DOCUMENTATION AS **ATTACHMENT 6**, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

DESCRIPTION OF PROJECT**1. Project Classification**

[Check those applicable - refer to Part 1110.40 and Part 1120.20(b)]

Part 1110 Classification:

☒ Substantive☐ Non-substantive

2. Narrative Description

In the space below, provide a brief narrative description of the project. Explain **WHAT** is to be done in **State Board defined terms**, **NOT WHY** it is being done. If the project site does NOT have a street address, include a legal description of the site. Include the rationale regarding the project's classification as substantive or non-substantive.

DaVita, Inc., Total Renal Care Inc., and Genesis KC Development LLC (collectively, the "Applicants" or "DaVita") seek authority from the Illinois Health Facilities and Services Review Board (the "State Board") for a 4 station expansion of its existing 8-station dialysis facility located at 26 East West Newell Road, Danville, Illinois 61834.

This project has been classified as substantive because it involves the addition of stations by more than 10% of the facility's current station capacity.

Project Costs and Sources of Funds

Complete the following table listing all costs (refer to Part 1120.110) associated with the project. When a project or any component of a project is to be accomplished by lease, donation, gift, or other means, the fair market or dollar value (refer to Part 1130.140) of the component must be included in the estimated project cost. If the project contains non-reviewable components that are not related to the provision of health care, complete the second column of the table below. Note, the use and sources of funds must be equal.

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs			
Site Survey and Soil Investigation			
Site Preparation			
Off Site Work			
New Construction Contracts			
Modernization Contracts	\$2,660		\$2,660
Contingencies	\$250		\$250
Architectural/Engineering Fees	\$0		\$0
Consulting and Other Fees	\$5,000		\$5,000
Movable or Other Equipment (not in construction contracts)	\$122,555		\$122,555
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space or Equipment	\$1,093,146		\$1,093,146
Other Costs To Be Capitalized			
Acquisition of Building or Other Property (excluding land)			
TOTAL USES OF FUNDS	\$1,223,611		\$1,223,611
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	\$130,465		\$130,465
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)	\$1,093,146		\$1,093,146
Governmental Appropriations			
Grants			
Other Funds and Sources			
TOTAL SOURCES OF FUNDS	\$1,223,611		\$1,223,611
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

Related Project Costs

Provide the following information, as applicable, with respect to any land related to the project that will be or has been acquired during the last two calendar years:

Land acquisition is related to project <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Purchase Price: \$ _____ Fair Market Value: \$ _____
The project involves the establishment of a new facility or a new category of service <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, provide the dollar amount of all non-capitalized operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100. Estimated start-up costs and operating deficit cost is \$ _____ 0 _____.

Project Status and Completion Schedules

For facilities in which prior permits have been issued please provide the permit numbers.

Indicate the stage of the project's architectural drawings:

- | | |
|--|--|
| <input checked="" type="checkbox"/> None or not applicable | <input type="checkbox"/> Preliminary |
| <input type="checkbox"/> Schematics | <input type="checkbox"/> Final Working |

Anticipated project completion date (refer to Part 1130.140): July 31, 2020

Indicate the following with respect to project expenditures or to financial commitments (refer to Part 1130.140):

- ☐ Purchase orders, leases or contracts pertaining to the project have been executed.
- ☐ Financial commitment is contingent upon permit issuance. Provide a copy of the contingent "certification of financial commitment" document, highlighting any language related to CON Contingencies
- ☒ Financial Commitment will occur after permit issuance.

APPEND DOCUMENTATION AS ATTACHMENT 8, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

State Agency Submittals [Section 1130.620(c)]

Are the following submittals up to date as applicable:

- ☐ Cancer Registry
- ☐ APORS
- ☒ All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
- ☒ All reports regarding outstanding permits

Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.

Cost Space Requirements

Provide in the following format, the **Departmental Gross Square Feet (DGSF)** or the **Building Gross Square Feet (BGSF)** and cost. The type of gross square footage either **DGSF** or **BGSF** must be identified. The sum of the department costs **MUST** equal the total estimated project costs. Indicate if any space is being reallocated for a different purpose. Include outside wall measurements plus the department's or area's portion of the surrounding circulation space. **Explain the use of any vacated space.**

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
REVIEWABLE							
Medical Surgical							
Intensive Care							
Diagnostic Radiology							
MRI							
Total Clinical							
NON REVIEWABLE							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL							

APPEND DOCUMENTATION AS ATTACHMENT 9, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Facility Bed Capacity and Utilization

Complete the following chart, as applicable. Complete a separate chart for each facility that is a part of the project and insert the chart after this page. Provide the existing bed capacity and utilization data for the latest **Calendar Year for which data is available**. Include **observation days in the patient day totals for each bed service**. Any bed capacity discrepancy from the Inventory will result in the application being deemed **incomplete**.

FACILITY NAME:		CITY:			
REPORTING PERIOD DATES:		From: to:			
Category of Service	Authorized Beds	Admissions	Patient Days	Bed Changes	Proposed Beds
Medical/Surgical					
Obstetrics					
Pediatrics					
Intensive Care					
Comprehensive Physical Rehabilitation					
Acute/Chronic Mental Illness					
Neonatal Intensive Care					
General Long Term Care					
Specialized Long Term Care					
Long Term Acute Care					
Other ((identify))					
TOTALS:					

CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) are:

- o in the case of a corporation, any two of its officers or members of its Board of Directors;
- o in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- o in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- o in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- o in the case of a sole proprietor, the individual that is the proprietor.

This Application for Permit is filed on the behalf of Genesis KC Development, LLC in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.

SIGNATURE

James K. Hilger

PRINTED NAME

Chief Accounting Officer of Total Renal Care, Inc.
Managing member of Genesis KC Development, LLC

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this March 2018 day of

Signature of Notary

Seal

Notary Public
State of Washington
NICOLE BRUMMOND
My Appointment Expires Oct 7, 2019

*Insert EXACT legal name of the applicant

SIGNATURE

Arturo Sida

PRINTED NAME

Secretary of Total Renal Care, Inc.
Managing Member of Genesis KC Development, LLC

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this March 2018 day of

Signature of Notary

Seal

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On March 5, 2018 before me, Kimberly Ann K. Burgo, Notary Public,
(here insert name and title of the officer)

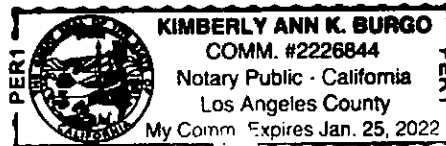
personally appeared *** Arturo Sida ***

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



OPTIONAL INFORMATION

Law does not require the information below. This information could be of great value to any person(s) relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: IL CON Application (DaVita Inc. / Total Renal Care, Inc. / Genesis KC Development, LLC)

Document Date: March 5, 2018

Number of Pages: 1 (one)

Signer(s) if Different Than Above: _____

Other Information: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name(s): _____

☐ Individual

☒ Corporate Officer

Assistant Corporate Secretary / Secretary

(Title(s))

☐ Partner

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian/Conservator

☐ Other: _____

SIGNER IS REPRESENTING: Name of Person or Entity DaVita Inc. / Total Renal Care, Inc. / Genesis KC Development, LLC

Vermilion County Dialysis

CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) are:

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- in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
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PRINTED NAME

Chief Accounting Officer

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Signature of Notary

Seal

Notary Public
State of Washington
NICOLE BRUMMOND
My Appointment Expires Oct 7, 2019

SIGNATURE

Arturo Sida

PRINTED NAME

Assistant Corporate Secretary

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this ____ day of ____

Signature of Notary

Seal

*Insert EXACT legal name of the applicant

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County of Los Angeles

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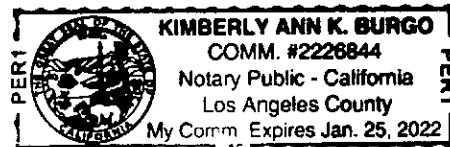
personally appeared *** Arturo Sida ***

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



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Other Information: _____

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Signer's Name(s):

☐ Individual

☒ Corporate Officer Assistant Corporate Secretary / Secretary

(Title(s))

☐ Partner

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian/Conservator

☐ Other: _____

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SIGNATURE

James K. Hilger

PRINTED NAME

Chief Accounting Officer

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 1 day of March 2018




Signature of Notary

Seal:

Notary Public
State of Washington
NICOLE BRUMMOND

My Appointment Expires Oct 7, 2019

*Insert EXACT legal name of the applicant



SIGNATURE

Arturo Sida

PRINTED NAME

Secretary

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this ____ day of ____



Signature of Notary

Seal

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County of Los Angeles

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personally appeared *** Arturo Sida ***

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☐ Trustee

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☐ Other: _____

SIGNER IS REPRESENTING: Name of Person or Entity DaVita Inc. / Total Renal Care, Inc. / Genesis KC Development, LLC

Vermilion County Dialysis

SECTION III. BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS

This Section is applicable to all projects except those that are solely for discontinuation with no project costs.

Background

READ THE REVIEW CRITERION and provide the following required information:

BACKGROUND OF APPLICANT

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.
2. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant during the three years prior to the filing of the application.
3. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**
4. If, during a given calendar year, an applicant submits more than one application for permit, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest that the information was previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

APPEND DOCUMENTATION AS ATTACHMENT 11, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-4) MUST BE IDENTIFIED IN ATTACHMENT 11.

Criterion 1110.230 – Purpose of the Project, and Alternatives**PURPOSE OF PROJECT**

1. Document that the project will provide health services that improve the health care or well-being of the market area population to be served.
2. Define the planning area or market area, or other relevant area, per the applicant's definition.
3. Identify the existing problems or issues that need to be addressed as applicable and appropriate for the project.
4. Cite the sources of the documentation.
5. Detail how the project will address or improve the previously referenced issues, as well as the population's health status and well-being.
6. Provide goals with quantified and measurable objectives, with specific timeframes that relate to achieving the stated goals as appropriate.

For projects involving modernization, describe the conditions being upgraded, if any. For facility projects, include statements of the age and condition of the project site, as well as regulatory citations, if any. For equipment being replaced, include repair and maintenance records.

NOTE: Information regarding the "Purpose of the Project" will be included in the State Board Staff Report.

APPEND DOCUMENTATION AS ATTACHMENT 12, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-6) MUST BE IDENTIFIED IN ATTACHMENT 12.

ALTERNATIVES

- 1) Identify **ALL** of the alternatives to the proposed project:

Alternative options **must** include:

- A) Proposing a project of greater or lesser scope and cost;
 - B) Pursuing a joint venture or similar arrangement with one or more providers or entities to meet all or a portion of the project's intended purposes; developing alternative settings to meet all or a portion of the project's intended purposes;
 - C) Utilizing other health care resources that are available to serve all or a portion of the population proposed to be served by the project; and
 - D) Provide the reasons why the chosen alternative was selected.
- 2) Documentation shall consist of a comparison of the project to alternative options. The comparison shall address issues of total costs, patient access, quality and financial benefits in both the short-term (within one to three years after project completion) and long-term. This may vary by project or situation. **FOR EVERY ALTERNATIVE IDENTIFIED, THE TOTAL PROJECT COST AND THE REASONS WHY THE ALTERNATIVE WAS REJECTED MUST BE PROVIDED.**
- 3) The applicant shall provide empirical evidence, including quantified outcome data that verifies improved quality of care, as available.

APPEND DOCUMENTATION AS ATTACHMENT 13, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION IV. PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE**Criterion 1110.234 - Project Scope, Utilization, and Unfinished/Shell Space**

READ THE REVIEW CRITERION and provide the following information:

SIZE OF PROJECT:

1. Document that the amount of physical space proposed for the proposed project is necessary and not excessive. This must be a narrative and it shall include the basis used for determining the space and the methodology applied.
2. If the gross square footage exceeds the BGSF/DGSF standards in Appendix B, justify the discrepancy by documenting one of the following:
 - a. Additional space is needed due to the scope of services provided, justified by clinical or operational needs, as supported by published data or studies and certified by the facility's Medical Director.
 - b. The existing facility's physical configuration has constraints or impediments and requires an architectural design that delineates the constraints or impediments.
 - c. The project involves the conversion of existing space that results in excess square footage.
 - d. Additional space is mandated by governmental or certification agency requirements that were not in existence when Appendix B standards were adopted.

Provide a narrative for any discrepancies from the State Standard. A table must be provided in the following format with Attachment 14.

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?

APPEND DOCUMENTATION AS ATTACHMENT 14, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

PROJECT SERVICES UTILIZATION:

This criterion is applicable only to projects or portions of projects that involve services, functions or equipment for which HFSRB has established utilization standards or occupancy targets in 77 Ill. Adm. Code 1100.

Document that in the second year of operation, the annual utilization of the service or equipment shall meet or exceed the utilization standards specified in 1110.Appendix B. A narrative of the rationale that supports the projections must be provided.

A table must be provided in the following format with Attachment 15.

UTILIZATION					
	DEPT./ SERVICE	HISTORICAL UTILIZATION (PATIENT DAYS) (TREATMENTS) ETC.	PROJECTED UTILIZATION	STATE STANDARD	MET STANDARD?
YEAR 1					
YEAR 2					

APPEND DOCUMENTATION AS ATTACHMENT 15, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

UNFINISHED OR SHELL SPACE:

Provide the following information:

1. Total gross square footage (GSF) of the proposed shell space.
2. The anticipated use of the shell space, specifying the proposed GSF to be allocated to each department, area or function.
3. Evidence that the shell space is being constructed due to:
 - a. Requirements of governmental or certification agencies; or
 - b. Experienced increases in the historical occupancy or utilization of those areas proposed to occupy the shell space.
4. Provide:
 - a. Historical utilization for the area for the latest five-year period for which data is available; and
 - b. Based upon the average annual percentage increase for that period, projections of future utilization of the area through the anticipated date when the shell space will be placed into operation.

APPEND DOCUMENTATION AS ATTACHMENT 16, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

ASSURANCES:

Submit the following:

1. Verification that the applicant will submit to HFSRB a CON application to develop and utilize the shell space, regardless of the capital thresholds in effect at the time or the categories of service involved.
2. The estimated date by which the subsequent CON application (to develop and utilize the subject shell space) will be submitted; and
3. The anticipated date when the shell space will be completed and placed into operation.

APPEND DOCUMENTATION AS ATTACHMENT 17, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

F. Criterion 1110.1430 - In-Center Hemodialysis

1. Applicants proposing to establish, expand and/or modernize the In-Center Hemodialysis category of service must submit the following information:
2. Indicate station capacity changes by Service: Indicate # of stations changed by action(s):

Category of Service	# Existing Stations	# Proposed Stations
<input checked="" type="checkbox"/> In-Center Hemodialysis	8	12

3. READ the applicable review criteria outlined below and submit the required documentation for the criteria:

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize
1110.1430(c)(1) - Planning Area Need - 77 Ill. Adm. Code 1100 (formula calculation)	X		
1110.1430(c)(2) - Planning Area Need - Service to Planning Area Residents	X	X	
1110.1430(c)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	X		
1110.1430(c)(4) - Planning Area Need - Service Demand - Expansion of Existing Category of Service		X	
1110.1430(c)(5) - Planning Area Need - Service Accessibility	X		
1110.1430(d)(1) - Unnecessary Duplication of Services	X		
1110.1430(d)(2) - Maldistribution	X		
1110.1430(d)(3) - Impact of Project on Other Area Providers	X		
1110.1430(e)(1), (2), and (3) - Deteriorated Facilities and Documentation			X
1110.1430(f) - Staffing	X	X	
1110.1430(g) - Support Services	X	X	X
1110.1430(h) - Minimum Number of Stations	X		
1110.1430(i) - Continuity of Care	X		
1110.1430(j) - Relocation (if applicable)	X		
1110.1430(k) - Assurances	X	X	
APPEND DOCUMENTATION AS ATTACHMENT 24, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

4. **Projects for relocation** of a facility from one location in a planning area to another in the same planning area must address the requirements listed in subsection (a)(1) for the "Establishment of Services or Facilities", as well as the requirements in Section 1130.525 - "Requirements for Exemptions Involving the Discontinuation of a Health Care Facility or Category of Service" and subsection 1110.1430(j) - Relocation of an in-center hemodialysis facility.

The following Sections **DO NOT** need to be addressed by the applicants or co-applicants responsible for funding or guaranteeing the funding of the project if the applicant has a bond rating of A- or better from Fitch's or Standard and Poor's rating agencies, or A3 or better from Moody's (the rating shall be affirmed within the latest 18-month period prior to the submittal of the application):

- **Section 1120.120 Availability of Funds – Review Criteria**
- **Section 1120.130 Financial Viability – Review Criteria**
- **Section 1120.140 Economic Feasibility – Review Criteria, subsection (a)**

VII. 1120.120 - AVAILABILITY OF FUNDS

The applicant shall document that financial resources shall be available and be equal to or exceed the estimated total project cost plus any related project costs by providing evidence of sufficient financial resources from the following sources, as applicable [indicate the dollar amount to be provided from the following sources]:

<p><u>\$130,465</u></p>	<p>a)</p>	<p>Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to:</p>
	<p>1)</p>	<p>the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and</p>
	<p>2)</p>	<p>interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion;</p>
<p>_____</p>	<p>b)</p>	<p>Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated time table of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.</p>
<p>_____</p>	<p>c)</p>	<p>Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;</p>
<p><u>\$1,093,146</u> (Lease FMV)</p>	<p>d)</p>	<p>Debt – a statement of the estimated terms and conditions (including the debt time period, variable or permanent interest rates over the debt time period, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including:</p>
	<p>1)</p>	<p>For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated;</p>
	<p>2)</p>	<p>For revenue bonds, proof of the feasibility of securing the specified amount and interest rate;</p>
	<p>3)</p>	<p>For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc.;</p>
	<p>4)</p>	<p>For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment;</p>
	<p>5)</p>	<p>For any option to lease, a copy of the option, including all</p>

	terms and conditions.
_____	e) Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent;
_____	f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;
_____	g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.
\$1,223,611	TOTAL FUNDS AVAILABLE
APPEND DOCUMENTATION AS <u>ATTACHMENT 34</u> , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

SECTION VIII. 1120.130 - FINANCIAL VIABILITY

All the applicants and co-applicants shall be identified, specifying their roles in the project funding or guaranteeing the funding (sole responsibility or shared) and percentage of participation in that funding.

Financial Viability Waiver

The applicant is not required to submit financial viability ratios if:

1. "A" Bond rating or better
2. All of the projects capital expenditures are completely funded through internal sources
3. The applicant's current debt financing or projected debt financing is insured or anticipated to be insured by MBIA (Municipal Bond Insurance Association Inc.) or equivalent
4. The applicant provides a third party surety bond or performance bond letter of credit from an A rated guarantor.

See Section 1120.130 Financial Waiver for information to be provided

APPEND DOCUMENTATION AS ATTACHMENT 35, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

The applicant or co-applicant that is responsible for funding or guaranteeing funding of the project shall provide viability ratios for the latest three years for which **audited financial statements are available and for the first full fiscal year at target utilization, but no more than two years following project completion.** When the applicant's facility does not have facility specific financial statements and the facility is a member of a health care system that has combined or consolidated financial statements, the system's viability ratios shall be provided. If the health care system includes one or more hospitals, the system's viability ratios shall be evaluated for conformance with the applicable hospital standards.

	Historical 3 Years			Projected
Enter Historical and/or Projected Years:				
Current Ratio				
Net Margin Percentage				
Percent Debt to Total Capitalization				
Projected Debt Service Coverage				
Days Cash on Hand				
Cushion Ratio				

Provide the methodology and worksheets utilized in determining the ratios detailing the calculation and applicable line item amounts from the financial statements. Complete a separate table for each co-applicant and provide worksheets for each.

Variance

Applicants not in compliance with any of the viability ratios shall document that another organization, public or private, shall assume the legal responsibility to meet the debt obligations should the applicant default.

APPEND DOCUMENTATION AS ATTACHMENT 36, IN NUMERICAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION IX. 1120.140 - ECONOMIC FEASIBILITY

This section is applicable to all projects subject to Part 1120.

A. Reasonableness of Financing Arrangements

The applicant shall document the reasonableness of financing arrangements by submitting a notarized statement signed by an authorized representative that attests to one of the following:

- 1) That the total estimated project costs and related costs will be funded in total with cash and equivalents, including investment securities, unrestricted funds, received pledge receipts and funded depreciation; or
- 2) That the total estimated project costs and related costs will be funded in total or in part by borrowing because:
 - A) A portion or all of the cash and equivalents must be retained in the balance sheet asset accounts in order to maintain a current ratio of at least 2.0 times for hospitals and 1.5 times for all other facilities; or
 - B) Borrowing is less costly than the liquidation of existing investments, and the existing investments being retained may be converted to cash or used to retire debt within a 60-day period.

B. Conditions of Debt Financing

This criterion is applicable only to projects that involve debt financing. The applicant shall document that the conditions of debt financing are reasonable by submitting a notarized statement signed by an authorized representative that attests to the following, as applicable:

- 1) That the selected form of debt financing for the project will be at the lowest net cost available;
- 2) That the selected form of debt financing will not be at the lowest net cost available, but is more advantageous due to such terms as prepayment privileges, no required mortgage, access to additional indebtedness, term (years), financing costs and other factors;
- 3) That the project involves (in total or in part) the leasing of equipment or facilities and that the expenses incurred with leasing a facility or equipment are less costly than constructing a new facility or purchasing new equipment.

C. Reasonableness of Project and Related Costs

Read the criterion and provide the following:

1. Identify each department or area impacted by the proposed project and provide a cost and square footage allocation for new construction and/or modernization using the following format (insert after this page).

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New	Circ.*	Gross Sq. Ft. Mod.	Circ.*	Const. \$ (A x C)	Mod. \$ (B x E)	
Contingency									
TOTALS									

* Include the percentage (%) of space for circulation

D. Projected Operating Costs

The applicant shall provide the projected direct annual operating costs (in current dollars per equivalent patient day or unit of service) for the first full fiscal year at target utilization but no more than two years following project completion. Direct cost means the fully allocated costs of salaries, benefits and supplies for the service.

E. Total Effect of the Project on Capital Costs

The applicant shall provide the total projected annual capital costs (in current dollars per equivalent patient day) for the first full fiscal year at target utilization but no more than two years following project completion.

APPEND DOCUMENTATION AS ATTACHMENT 37, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION X. SAFETY NET IMPACT STATEMENT

SAFETY NET IMPACT STATEMENT that describes all of the following must be submitted for ALL SUBSTANTIVE PROJECTS AND PROJECTS TO DISCONTINUE STATE-OWNED HEALTH CARE FACILITIES [20 ILCS 3960/5.4]:

1. The project's material impact, if any, on essential safety net services in the community, to the extent that it is feasible for an applicant to have such knowledge.
2. The project's impact on the ability of another provider or health care system to cross-subsidize safety net services, if reasonably known to the applicant.
3. How the discontinuation of a facility or service might impact the remaining safety net providers in a given community, if reasonably known by the applicant.

Safety Net Impact Statements shall also include all of the following:

1. For the 3 fiscal years prior to the application, a certification describing the amount of charity care provided by the applicant. The amount calculated by hospital applicants shall be in accordance with the reporting requirements for charity care reporting in the Illinois Community Benefits Act. Non-hospital applicants shall report charity care, at cost, in accordance with an appropriate methodology specified by the Board.
2. For the 3 fiscal years prior to the application, a certification of the amount of care provided to Medicaid patients. Hospital and non-hospital applicants shall provide Medicaid information in a manner consistent with the information reported each year to the Illinois Department of Public Health regarding "Inpatients and Outpatients Served by Payor Source" and "Inpatient and Outpatient Net Revenue by Payor Source" as required by the Board under Section 13 of this Act and published in the Annual Hospital Profile.
3. Any information the applicant believes is directly relevant to safety net services, including information

regarding teaching, research, and any other service.

A table in the following format must be provided as part of Attachment 40.

Safety Net Information per PA 96-0031			
CHARITY CARE			
Charity (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
Total			
Charity (cost in dollars)			
Inpatient			
Outpatient			
Total			
MEDICAID			
Medicaid (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
Total			
Medicaid (revenue)			
Inpatient			
Outpatient			
Total			

APPEND DOCUMENTATION AS ATTACHMENT 38, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION XI. CHARITY CARE INFORMATION

Charity Care information **MUST** be furnished for **ALL** projects [1120.20(c)].

1. All applicants and co-applicants shall indicate the amount of charity care for the latest three **audited** fiscal years, the cost of charity care and the ratio of that charity care cost to net patient revenue.
2. If the applicant owns or operates one or more facilities, the reporting shall be for each individual facility located in Illinois. If charity care costs are reported on a consolidated basis, the applicant shall provide documentation as to the cost of charity care; the ratio of that charity care to the net patient revenue for the consolidated financial statement; the allocation of charity care costs; and the ratio of charity care cost to net patient revenue for the facility under review.
3. If the applicant is not an existing facility, it shall submit the facility's projected patient mix by payer source, anticipated charity care expense and projected ratio of charity care to net patient revenue by the end of its second year of operation.

Charity care" means care provided by a health care facility for which the provider does not expect to receive payment from the patient or a third-party payer (20 ILCS 3960/3). Charity Care **must** be provided at cost.

A table in the following format must be provided for all facilities as part of Attachment 41.

CHARITY CARE			
	Year	Year	Year
Net Patient Revenue			
Amount of Charity Care (charges)			
Cost of Charity Care			

APPEND DOCUMENTATION AS **ATTACHMENT 39**, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

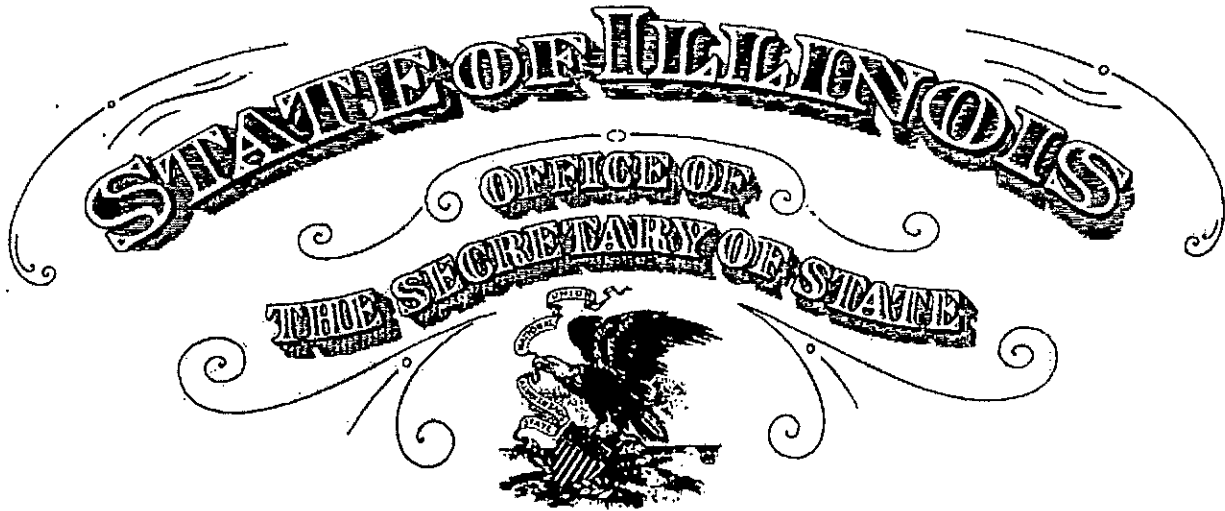
Section I, Identification, General Information, and Certification
Applicants

Certificates of Good Standing for DaVita Inc., Total Renal Care Inc., and Genesis KC Development LLC (collectively, the "Applicants" or "DaVita") are attached at Attachment - 1.

Total Renal Care Inc. will be the operator of Vermilion County Dialysis. Vermilion County Dialysis is a trade name of Total Renal Care Inc. and is not separately organized.

Genesis KC Development LLC is the site owner of Vermilion County Dialysis.

As the person with final control over the operator, DaVita Inc. is named as an applicant for this CON application. DaVita Inc. does not do business in the State of Illinois. A Certificate of Good Standing for DaVita Inc. from the state of its incorporation, Delaware is attached.



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

GENESIS KC DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON NOVEMBER 13, 2014, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 7TH day of MARCH A.D. 2018 .

Jesse White

SECRETARY OF STATE

Authentication #: 1806602166 verifiable until 03/07/2019
Authenticate at: <http://www.cyberdriveillinois.com>

Attachment - 1

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "DAVITA INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTIETH DAY OF FEBRUARY, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "DAVITA INC." WAS INCORPORATED ON THE FOURTH DAY OF APRIL, A.D. 1994.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



2391269 8300

SR# 20181161270

You may verify this certificate online at corp.delaware.gov/authver.shtml

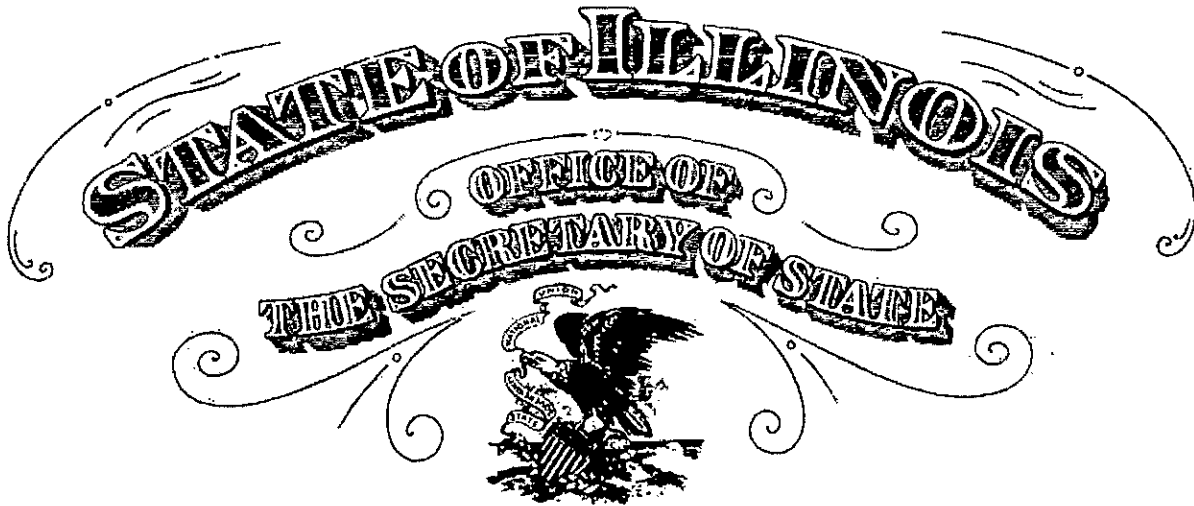
A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 202181386

Date: 02-20-18

Attachment - 1



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

TOTAL RENAL CARE, INC., INCORPORATED IN CALIFORNIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MARCH 10, 1995, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 24TH
day of JULY A.D. 2017 .***

Jesse White

SECRETARY OF STATE

Authentication #: 1720501710 verifiable until 07/24/2018
Authenticate at: <http://www.cyberdriveillinois.com>

Attachment - 1

Section I, Identification, General Information, and Certification
Site Ownership

The lease between Genesis KC Development LLC and Vermilion County Dialysis for the facility located at 26 East West Newell Road, Danville, Illinois 61834 is attached at Attachment – 2.

LEASE AGREEMENT

BY AND BETWEEN

GENESIS KC DEVELOPMENT, LLC ("LANDLORD")

AND

TOTAL RENAL CARE, INC. ("TENANT")

FOR SPACE AT WEST NEWELL ROAD, DANVILLE, IL

(near the intersection of North Vermillion Street)

Dated: August 31, 2015

Attachment - 2

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DATA SHEET

Landlord: GENESIS KC DEVELOPMENT, LLC,
a Delaware limited liability company

Address of Landlord: c/o DaVita HealthCare Partners Inc.
Attn: Real Estate Legal
2000 16th Street
Denver, CO 80202

concurrently to:
relegal@davita.com
Subject: Danville, IL (#11289)

Address for Payment of Rent: P.O. Box 1476,
Tacoma, Washington 98401-1476
Attention: Rent Department

concurrently to:
rentdepartment@davita.com

Tenant: TOTAL RENAL CARE, INC.

Address of Tenant: c/o DaVita HealthCare Partners Inc.
Attn: Real Estate Legal
2000 16th Street
Denver, CO 80202

concurrently to:
relegal@davita.com
Subject: Danville, IL (11289)

Premises Address: WEST NEWELL ROAD, DANVILLE, IL

Building Rentable Area: approximately 5,800 rentable square feet

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), made and entered into as of the August 31, 2015 (the "Effective Date") by and between GENESIS KC DEVELOPMENT, LLC, a Delaware limited liability company ("Landlord"), and TOTAL RENAL CARE, INC., a California corporation registered to do business in the State of Illinois ("Tenant").

WITNESSETH:

WHEREAS, Landlord has entered into, or concurrently herewith will enter into, a purchase agreement to acquire that certain real property located on West Newell Road, Danville, Illinois (the "Property"), as more particularly described on Exhibit A, together with all improvements thereon and appurtenant rights thereto including, without limitation, parking areas, easements, declarations and rights of way;

WHEREAS, subject to Landlord's acquisition of the Property described in Exhibit A, Landlord desires to demise, lease and rent unto Tenant, and Tenant desires to rent and lease from Landlord the Property, together with a to be constructed building (the "Building") and all improvements thereon and appurtenant rights thereto including, without limitation, parking areas, easements, declarations and rights of way as shown on the site plan attached as Exhibit B; and

WHEREAS, Tenant shall lease and occupy the entire Property and Building (collectively, the "Premises") to consist of approximately 5,800 rentable square feet (the "Building Rentable Area") and including without limitation, all heating, venting, air conditioning, mechanical, electrical, elevator and plumbing systems, roofs, walls, foundations, fixtures, an overhead dock door and that certain number of non-exclusive parking spaces per rentable square foot of the Premises, including handicapped-striped spaces, as set forth in Section 23 and as may be required by applicable Laws (as defined in Section 12).

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, Landlord does hereby demise, lease and rent unto Tenant and Tenant does hereby rent and lease from Landlord the Premises, under and pursuant to the following terms and conditions:

1. **Demise; Premises.** Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, the Premises and all easements and appurtenances related thereto, for the rents, covenants and conditions (including limitations, restrictions and reservations) hereinafter provided, together with parking for Tenant's employees, patients and invitees in the locations shown on Exhibit A and the nonexclusive right to use all common areas.

2. **Term and Delivery of Premises.**

2.1 Term. The term of this Lease shall be for 183 months (the "Term") and shall commence upon the date that Tenant obtains all licenses and permits necessary to conduct its business in the Premises, including, but not limited to, the necessary certificate of occupancy from the applicable municipality for the Premises (the "Commencement Date"). The expiration date of the Term shall be the last day of the 183th month following the Commencement Date (the "Termination Date"), unless the Term is renewed in which event the Termination Date shall extend to the end of such exercised renewal period(s). Each full 12 month period beginning on the first day of the month in which the Commencement Date occurs or any anniversary thereof shall be called a "Lease Year." Upon determination of the Possession Date and Commencement Date, Landlord shall complete, execute and forward a Commencement Date Memorandum in the form attached as Exhibit C to Tenant for Tenant's approval and execution.

2.2 Possession Date; Delay in Delivery. Landlord shall deliver possession of the Premises to Tenant upon substantial completion (as such phrase is defined in Exhibit A-1) of Landlord's Work. The date on which Landlord delivers possession of the Premises to Tenant with all of Landlord's Work substantially completed is the "Possession Date". If the Actual Possession Date does not occur within 120 days following the Effective Date (the "Estimated Possession Date"), then Tenant may elect one to exercise one of the following rights: (i) to terminate this Lease by written notice to Landlord prior to the Possession Date; or (ii) to receive a rent credit in an amount equal to two days' Rent and Additional Rent (both as defined below, in an amount equal to the applicable rate for periods following any rent abatement) for each day or part thereof in the delay in substantial completion of Landlord's Work and delivery of the Premises beyond the Estimated Possession Date. Tenant may, but shall not be obligated to, accept possession of the Premises prior to the Estimated Possession Date. Furthermore, in no event shall the time period used for calculating the Commencement Date begin to accrue prior to the Possession Date.

3. Rent. Beginning on the date which is three months following receipt of Tenant's final certificate of occupancy for the Premises (the "Rent Commencement Date"), Tenant shall pay as initial annual base rent ("Rent") \$143,334.00, based on a \$24.71 per rentable square foot amount for each square foot of Building Rentable Area, as finally determined under this Section 3. Tenant shall pay such Rent in monthly installments in the amount of \$11,944.50, in advance, on the first day of each calendar month commencing upon the Rent Commencement Date and continuing throughout the Term, such monthly installment and any Additional Rent or other charges to be prorated for any partial calendar month in which the Rent Commencement Date or Termination Date occurs. On the fifth anniversary of the Rent Commencement Date and each five years thereafter during the Term, the Rent shall be increased by 10% per rentable square foot over the Rent for the prior Lease Year. All amounts (unless otherwise provided herein) other than Rent and the adjustments thereto described in this Section 3 and Section 4 below owed by Tenant to Landlord hereunder shall be deemed Additional Rent. As a condition to payment of Rent or Additional Rent, Landlord shall

provide Tenant with a completed Form W-9 Request for Taxpayer Information and Certification and an executed Commencement Date Memorandum in the form attached as Exhibit C. Tenant shall have no obligation to pay Rent, Additional Rent or any other charge due under this Lease until it receives or mutually agrees upon a Commencement Date Memorandum executed by Landlord. Upon any assignment by Landlord of its rights, title and interest in and to this Lease, Landlord shall cause such successor landlord to deliver a completed Form W-9 to Tenant.

Actual rentable square footage for the Premises will be determined with all measurements computed in accordance with *Retail Buildings: Standard Method of Measurement* (ANSI/BOMA Z65.5-2010), as promulgated by The Building Owners and Managers Association International. Tenant may elect to have the space measured prior to the Commencement Date or during the first Lease Year. If the rentable square footage of the Premises is found to be greater or less than the rentable square footage shown in this Lease, then Rent and other provisions of this Lease which are based on the Building Rentable Area shall be adjusted accordingly.

Landlord and Tenant acknowledge that the initial Rent hereunder is calculated as a percentage (i.e., a pre-established rent multiplier constant) of the estimated total hard and soft costs incurred by Landlord in connection with Landlord's acquisition of the Property and development thereof (collectively, the "Project Costs"), and the initial Rent shown above in this Section 3 has been calculated as shown on Schedule 2 attached to this Lease. Upon delivery of the Premises, the parties shall recalculate the initial Rent based on the final actual Project Costs and the rent multiplier constant as shown on Schedule 2 and shall enter into an amendment to this Lease in the form of Exhibit H attached to this Lease to document any necessary changes in the initial Rent which shall be retroactive and effective as of the Commencement Date.

Except as otherwise provided in this Lease, it is the intention of the parties that Landlord shall receive Rent, Additional Rent and all other sums payable by Tenant under this Lease free of all taxes, expenses, charges, damages and deductions of any nature whatsoever (except as otherwise provided herein). Tenant shall, however, be under no obligation to pay principal or interest on any mortgage on the fee of the Premises, penalties or interest for late or partial payment nor any income, franchise, margin, inheritance, estate, transfer, excise, gift or capital gain taxes, that are or may be payable by Landlord or that may be imposed against Landlord or against the rents payable hereunder, or succession tax by reason of any present, future or retroactive law which may be enacted during the Term.

If Landlord does not receive any payment of Rent or Additional Rent on or before the fifth business day following the day it is due, then Tenant shall pay a late fee ("Late Fee") equal to 5% of the amount overdue, to compensate Landlord for the loss of the use of the amount not paid and the administrative costs caused by the delinquency. Notwithstanding the foregoing, Landlord will not impose a Late Fee as to the first late payment in any Lease Year, unless Tenant fails to pay the late payment to Landlord

within five days after the delivery of a written notice from Landlord to Tenant demanding the late payment be paid. However, Landlord may impose a Late Fee without advance notice to Tenant on any subsequent late payment in the same Lease Year. Interest shall accrue on all sums not paid when due hereunder at the lesser of: (a) the highest rate allowed by law; or (b) an interest rate equal to the Prime Rate as published in The Wall Street Journal from time to time plus 2%, from the due date until paid; provided that interest shall not be assessed on any Late Fee.

Upon request from Tenant, Landlord shall provide to Tenant electronically, true and accurate records of items that constitute Additional Rent, including without limitation repair and replacement costs, insurance, taxes, and other "Impositions" (as defined in Section 8 below). Tenant or its duly authorized representative shall have the right to request and inspect such records from time to time for a period of two years after the close of each calendar year. If any audit of Landlord's submitted reports shall disclose an overcharge, Landlord shall promptly pay to Tenant, within 30 days, the amount of such overcharge, and if such audit discloses an overcharge of more than 5%, Landlord shall reimburse Tenant its actual costs incurred in connection with such audit. The provisions of this paragraph shall survive the termination or expiration of this Lease.

"Tenant's Proportionate Share" is 100%. In the event that new space which is not occupied by Tenant is added to the Building or additional buildings are constructed on the Property, then Tenant's Proportionate Share shall be adjusted so that it equals the quotient obtained by dividing the Building Rentable Area set forth herein by the total rentable area of the Building, including the new space and/or the total rentable area of any additional buildings constructed on the Property, as applicable (collectively, the "New Building Rentable Area") and such adjustments shall be set forth in an amendment to this Lease. The New Building Rentable Area will be determined without exclusions or reference to whether such area is actually leased, leasable, occupable or occupied.

In addition, in the event any future development occurs on the Property ("Future Development") including, but not limited to, subdivision of the land on which the Premises are located and/or construction of new space in the Building or construction of additional buildings on the Property and the Project Costs were not prorated to exclude and/or proportionally reduce Project Costs related to any such anticipated Future Development, then upon commencement of such Future Development the parties shall enter into a mutually acceptable amendment to this Lease to reduce Rent (retroactive to the Commencement Date and through the remainder of the Term) to exclude or proportionately reduce, as applicable, Project Costs related to the Future Development. Landlord shall also enter into any amendment or other agreement necessary to ensure Tenant's continued use of and access to the Premises and to ensure Tenant's rights under this Lease are not impacted by the Future Development. Tenant shall not be responsible for any impositions related to Future Development property.

Should new space be constructed adjacent to the Premises and should Landlord lease space within the adjacent space to any tenant that materially impairs Tenant's ability to use the Premises for the Permitted Use, including but not limited to any business that involves loud noises, strong food or chemical odors, or is otherwise a nuisance, and the disruption continues for in excess of 30 days after notice to Landlord from Tenant, Tenant shall have the right to either (a) terminate this Lease, without any additional notice or cure period required under Section 17.2, upon 60 days' written notice specifying the effective date of Tenant's termination or (b) implement such control measures as it deems reasonable to isolate Tenant from such noise, odors, or other nuisance, at Landlord's expense. Provided that if the control measures are not successful, Tenant shall again have the right to terminate this Lease. Upon such termination, Landlord shall reimburse Tenant's unamortized leasehold improvement costs and the parties shall be relieved of all further obligations under this Lease, except those that expressly survive such termination.

4. Renewals. Tenant shall have the right and option to renew this Lease for two additional periods of five years each, next immediately ensuing after the expiration of the initial Term and the subsequent renewal period by notifying Landlord in writing not more than 24 months and not less than seven months before the expiration of the immediately preceding initial Term or subsequent renewal Term of Tenant's intention to exercise its option to renew. In the event Tenant so elects to extend this Lease, then, for such extended period of the Term, all of the terms, covenants and conditions of this Lease shall continue to be, and shall be, in full force and effect during such extended period of the Term, except for the Rent. Rent for the renewal Term shall be an amount equal to 110% of the current Rent prior to such renewal.

5. Condition of Premises. Landlord warrants to Tenant, for a period of one year after the Commencement Date that the existing systems and equipment constituting will be in good order and condition (the "Warranty Period"). Tenant shall give written notice to Landlord within 60 days after expiration of the Warranty Period of any condition with the systems and equipment of the Premises which Tenant reasonably determines to be defective or other than as represented by Landlord herein. Landlord will, upon receipt of such notice from Tenant, promptly repair such defective condition, at Landlord's cost and expense. In addition, Landlord shall be responsible for repairing, at Landlord's sole cost and expense, any latent, patent or structural construction defects in the Premises that may be discovered at any time during the Term.

6. Use of Premises. Subject to all applicable Laws, Tenant may exclusively occupy and use the Premises during the Term for purposes of the operation of an outpatient renal dialysis clinic, renal dialysis home training, aphaeresis services and similar blood separation and cell collection procedures, general medical offices, clinical laboratory, including all incidental, related and necessary elements and functions of other recognized dialysis disciplines which may be necessary or desirable to render a complete program of treatment to patients of Tenant and related office and

administrative uses or for any other lawful purposes not in conflict with any existing restrictions or covenants (the "Permitted Use"). Tenant may operate during such days and hours as Tenant may determine, without the imposition of minimum or maximum hours of operation by Landlord, and Tenant shall have exclusive use of and full-time access to the Premises, and may operate, up to 24 hours per day, seven days per week, year-round.

So long as no default by Tenant is continuing beyond any applicable notice and grace period, Landlord shall not sell, rent or permit any property owned, leased or controlled by Landlord or any affiliate of Landlord within a radius of five miles from the Premises to be occupied or used by a business that derives more than 10% of its revenues from renal dialysis, renal dialysis home training, any aphaeresis service(s) or similar blood separation or cell collection procedures, except services involving the collection of blood or blood components from volunteer donors. Landlord shall not display or permit to be displayed upon any such property within such radius any advertisement for any such business, other than Tenant's advertisement(s) for Tenant's business(es). Landlord further covenants that in any lease, sublease, license agreement or similar agreement hereafter executed by Landlord affecting any property owned, leased or controlled by Landlord within such radius, Landlord will insert a restrictive clause preventing such property from being used for any purposes herein prohibited. This paragraph shall survive for two years following the termination or expiration of this Lease.

7. Assignment/Subletting. Except for a Permitted Transfer (as defined below), Tenant shall not assign this Lease, or sublet the Premises, or any part thereof, without Landlord's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. Any denial by Landlord of such sublease or assignment by Tenant must be predicated upon a commercially reasonable basis for such denial. In considering a proposed assignment or sublet and Landlord's consent thereto, it shall not be unreasonable for Landlord to consider: (i) the financial condition of the proposed assignee or subtenant as applicable, relative to the financial obligations under the Lease; (ii) the business reputation of the assignee or subtenant, as applicable; (iii) the proposed use of the Premises by the proposed assignee or subtenant, as applicable; and (iv) whether an event of default shall have occurred and be continuing as of the date on which Tenant shall request Landlord's consent to such assignment or subletting.

Except for a Permitted Transfer, prior to any sublease or assignment, Tenant shall first notify Landlord in writing of its election to sublease all or a portion of the Premises or to assign this Lease or any interest hereunder. At any time within 30 days after service of such notice, Landlord shall notify Tenant that it consents or refuses to consent to the sublease or assignment. If Landlord fails to respond within such 30 day period, Tenant shall deliver a second written notice, and a failure by Landlord to respond within ten days after such second notice shall be deemed to be a consent.

Notwithstanding the foregoing, no consent of Landlord is required for Tenant to assign, sublet or otherwise transfer (by operation of law or otherwise) this Lease or any of its rights hereunder to: (a) any person, corporation, partnership or other entity which acquires all or substantially all of the business or assets of Tenant or equity in Tenant; (b) any person, corporation, partnership or other entity which controls, is controlled by or is under common control with Tenant; (c) any affiliate (within the meaning of such term as set forth in Rule 501 of Regulation D under the Federal Securities Act of 1933, as amended) of Tenant; or (d) any physician, person, corporation, partnership or other entity subleasing a portion of the Premises for purposes consistent with Tenant's Permitted Use (each, a "Permitted Transfer").

No assignment, sublease or other transfer, in whole or in part, of any Tenant's rights or obligations under this Lease shall release Tenant hereunder and Tenant shall remain responsible for performing Tenant's obligations hereunder should Tenant's assignee, subtenant or transferee fail to perform any such obligations, unless specifically provided otherwise by Landlord in writing. Landlord shall have no right to recapture any sublease or assignment space. Landlord and Tenant shall split (50/50) any net profits paid in connection with a sublease or assignment in excess of Tenant's Rent obligations hereunder, which profits shall be calculated after deducting all reasonable costs incurred by Tenant in connection with the space subject to the transfer.

8. Operating Expenses and Utilities.

8.1 Tenant shall promptly pay all real estate taxes, assessments, water and sewer charges and other governmental levies, and any applicable ownership association fees ("Impositions") against the Premises. The amount to be paid by Tenant on account of taxes during the first and last calendar years in which any portion of the Term falls shall be prorated per diem so that Tenant is liable only for so much of such taxes as the portion of the Term which falls within such calendar year bears to a full calendar year. In case of special taxes which may be payable in installments, only the amount of each installment payable during a calendar year shall be included in taxes for that calendar year, and any one time (as opposed to on-going) special assessments for public improvements having a useful economic life exceeding the remaining term of this Lease shall be prorated between Landlord and Tenant using a straight-line method, based on the proportion of that economic life falling within the remaining Term. Taxes shall not include any penalties or interest for late or partial payment if not caused by Tenant nor any income, franchise, margin, inheritance, estate, transfer, excise, gift or capital gain taxes, that are or may be payable by Landlord or that may be imposed against Landlord or against the rents payable hereunder. Landlord shall provide to Tenant a copy of all final tax bill(s) for each calendar year within ten days after Landlord's receipt of such tax bill(s), and in any event at least 30 days before the same are due and payable.

8.2 Tenant shall pay the net cost (after applying any discounts or incentives) of all utilities and other services necessary in the operation of the Premises,

including but not limited to, gas, fuel oil, electrical, telephone and other utility charges, janitorial services (if Tenant shall contract for such services) and grounds and easement maintenance (exclusive of repaving or repairs to paving). Tenant shall contract directly with all utility providers such that all utilities for the Premises shall be in Tenant's name.

8.3 Tenant may contest the amount or validity of any Imposition described in this Section 8 by appropriate proceedings. However, Tenant shall promptly pay such Imposition unless such proceedings shall operate to prevent or stay the collection of the Imposition so contested. The Landlord, at Tenant's sole cost and expense, shall join in any such contestation proceedings if any Laws shall so require.

8.4 All sums (other than the Rent) which may be due and payable under this Lease shall be deemed to be "Additional Rent" hereunder and in the event that Rent shall be prorated or shall abate pursuant to the terms of this Lease then such Additional Rent shall be prorated or abate to the same extent and in the same manner, unless otherwise specifically provided for in this Lease.

8.5 Landlord appoints Tenant the attorney-in-fact of Landlord for the purpose of making all payments to be made by Tenant pursuant to any of the provisions of this Lease to persons other than Landlord. In case any person to whom any sum is directly payable by Tenant under any of the provisions of this Lease shall refuse to accept payment of such sum from Tenant, Tenant shall thereupon give written notice of such fact to Landlord and shall pay such sum directly to Landlord, who shall thereupon pay such sum to such person.

9. Landlord's Work. Landlord shall complete all of Landlord's Work, as described in Exhibit A-1. All Landlord's Work shall be done in a good and workmanlike manner and in compliance with all applicable Laws (as defined in Section 12), ordinances, building and safety codes, regulations and orders of the federal, state, county or other governmental authorities having jurisdiction thereof. Without in any way limiting any obligation of Landlord under this Lease, Landlord shall indemnify, defend and hold harmless Tenant from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of Landlord's Work, which indemnity shall survive termination or expiration of this Lease.

10. Tenant Improvements/Signage. Tenant may construct its tenant improvements to the Premises (the "Tenant Improvements"). Landlord shall not charge Tenant a fee or other charges for the supervision and/or overhead associated with the construction of the Tenant Improvements, nor shall Landlord provide such services unless agreed to by Landlord and Tenant pursuant to a separate written agreement. Tenant Improvements shall not include the work involved with bringing electrical and water utilities to a point in the Premises designated by Tenant.

Tenant shall have the right to place a generator and biomedical waste container outside of and in close proximity to the Building at a location mutually agreed upon by Landlord

and Tenant that complies with all legal requirements and minimizes expenses related thereto and if the location of the generator and biomedical waste container is known at the time of Lease execution it will be designated on the Building Site Plan attached as Exhibit B. In the event the generator is located within the Premises, Tenant, at Tenant's cost and expense, shall have the right to install exhaust venting for such generator from the interior of the Building to the outside of the Building and a transfer switch to service the generator.

To the maximum extent permitted by applicable Laws, Landlord hereby waives any rights which Landlord may have, as to any of Tenant's furniture, fixtures, equipment, personal property, tenant improvements and alterations in the nature of a landlord's lien, security interest or otherwise and further waives the right to enforce any such lien or security interest.

Tenant shall have the right to erect, affix and display such signage as Tenant may consider necessary or desirable on the exterior and interior walls, doors and windows of the Building (including directional and designated parking signage in parking areas) and a sign on the exterior of the Building and a monument sign at locations on the Building and/or related property as shall be agreed to by Landlord or at such locations as other tenants have signs located. All such signs shall comply with all applicable zoning Laws and shall be subject to applicable municipal permits. Tenant shall obtain Landlord's prior approval for signs on the exterior of the Building and each monument sign, which approval shall not be unreasonably withheld, conditioned or delayed, for the location and design of such signs.

11. Alterations. Tenant shall have the right to make such interior, non-structural alterations, additions and improvements to the Premises that it shall deem desirable for the operation of its business, without Landlord's consent, provided that any such alterations, additions or improvements shall not diminish the value of the Premises nor impair the structural integrity of the Premises or the Building ("Alterations"). Such Alterations, additions or improvements shall be in conformance to applicable governmental codes. All other Alterations shall require Landlord's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

12. Environmental.

12.1 Tenant shall not cause or permit any hazardous or toxic substances, materials or waste, including, without limitation, medical waste and asbestos ("Hazardous Substances") to be used, generated, stored or disposed of in, on or under, or transported to or from, the Premises in violation of any applicable local, state, and federal laws, ordinances, statutes, rules, regulations, executive orders, judgments, decrees, case law and/or other determination of an arbitrator or a court or other governmental authority, in each case applicable to or binding upon such person or any of its property or to which such person or any of its property is subject (the "Laws"), whether now in existence or hereafter adopted, relating to Hazardous Substances or

otherwise pertaining to the environment (the "Environmental Laws"). Tenant shall periodically cause to be removed from the Premises such Hazardous Substances placed thereon by Tenant or Tenant's agents, servants, employees, guests, invitees or independent contractors in accordance with good business practices, such removal to be performed by persons or entities duly qualified to handle and dispose of Hazardous Substances. Without limiting the generality of the foregoing, Landlord acknowledges that the following Hazardous Substances, among others, are required for Tenant's business operations: bleach, cidex, hibiclens, metricide, hydrogen peroxide and formaldehyde. Upon the expiration or earlier termination of this Lease, Tenant shall cause all Hazardous Substances placed on the Premises by Tenant to be removed from the Premises, at Tenant's cost and expense and disposed of in strict accordance with Environmental Laws.

12.2 Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord) and hold Landlord harmless, from and against any and all claims, liabilities, penalties, fines, judgment, forfeitures, losses, costs (including clean-up costs) or expenses (including reasonable attorney's fees, consultant's fees and expert's fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (a) the presence after the Commencement Date in, on, under or about the Premises of any Hazardous Substances caused by Tenant or its agents, servants, employees, guests, invitees or independent contractors; (b) any discharge or release by Tenant or its agents, servants, employees, guests, invitees or independent contractors after the Commencement Date in or from the Premises of any Hazardous Substances; (c) Tenant's use, storage, transportation, generation, disposal, release or discharge after the Commencement Date of Hazardous Substances to, in, on, under, about or from the Premises; or (d) Tenant's failure after the Commencement Date to comply with any Environmental Law (other than to the extent caused by or related to Landlord's use, generation, storage or disposal of Hazardous Substances in, on or under the Premises). Tenant agrees to remediate at Tenant's expense immediately upon receipt of notice from Landlord any condition described in (a) through (d) of the previous sentence.

12.3 Landlord shall indemnify, defend (by counsel reasonably acceptable to Tenant) and hold Tenant harmless, from and against any and all claims, liabilities, penalties, fines, judgment, forfeitures, losses, costs (including clean-up costs) or expenses (including reasonable attorney's fees, consultant's fees and expert's fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (a) the presence on or prior to the Commencement Date in, on, under or about the Premises, Building or the land on which the Building is located of any Hazardous Substances; (b) any discharge or release on or prior to the Commencement Date in or from the Premises or Building of any Hazardous Substances; (c) the use, storage, transportation, generation, disposal, release or discharge of Hazardous Substances by Landlord or its agents, servants, employees, guests, invitees, or independent contractors to, in, on, under, about or from the Premises, Building or the land on which the Building is located; (d) Landlord's failure

to comply with any Environmental Law (other than to the extent caused by or related to Tenant's use, generation, storage or disposal of Hazardous Substances in, on or under the Premises); or (e) any Hazardous Substances to the extent not due to any act or omission of Tenant or its agents, servants, employees, guests, invitees or independent contractors. Landlord agrees to remediate, at Landlord's cost and expense, immediately upon receipt of notice from Tenant any condition described in (a) through (e) of the previous sentence. The indemnities set forth in this Section 12 shall survive termination or expiration of this Lease.

12.4 Landlord represents and warrants to Tenant that (a) to the best of Landlord's knowledge, there are no Hazardous Substances in, on, under or about the Premises, Building or the land on which the Building is located, including without limitation asbestos or mold, and (b) Landlord has received no notice from any governmental or private entity relating to Hazardous Substances in, on, under or about the Premises, Building or the land on which the Building is located.

12.5 Tenant shall promptly deliver to Landlord copies of all notices made by Tenant to, or received by Tenant from, any state, county, municipal or other agency having authority to enforce any Environmental Law or from the United States Occupational Safety and Health Administration ("Enforcement Agency") concerning environmental matters or Hazardous Substances at the Premises, Building or the land on which the Building is located. Landlord shall promptly deliver to Tenant copies of all notices received by Landlord from any Enforcement Agency concerning environmental matters or Hazardous Substances at the Premises, Building or the land on which the Building is located.

13. Damage to Premises by Fire or Casualty. In the event the Premises shall be damaged by fire or other casualty during the Term, then:

13.1 if the damage to the Premises is so substantial that either: (a) the repair, restoration or rehabilitation of such damage cannot reasonably be expected to be substantially completed within 180 days from the date of such damage or (b) so much of the Premises is destroyed or rendered untenable by such fire or other casualty as to make use of the Premises as a dialysis facility operating at least 50% of the dialysis stations operating prior to the fire or casualty impracticable, then Tenant may elect to terminate this Lease by giving written notice to Landlord within 30 days of the date of such fire or casualty; or

13.2 if (a) the damage to the Premises is so substantial that the estimated repair costs exceed \$100,000.00 and such damage has occurred within the final 180 days of the then current Term and Tenant has not exercised its next available renewal option, if any or (b) the Building is damaged to the extent of 50% or more of the monetary value thereof, then Landlord may elect to terminate this Lease by giving written notice to Tenant within 30 days of the date of such fire or casualty.

If not so terminated, Landlord shall proceed with all due diligence to repair, restore or rehabilitate the Premises, to substantially its former condition immediately prior to such damage or destruction, at Landlord's cost and expense, in which latter event this Lease shall not terminate.

If the Premises are rendered untenable by fire or other casualty, there shall be an abatement of Rent and Additional Rent due Landlord by Tenant for the period of time during which the Premises is untenable. If the restoration is not substantially completed within 210 days of such damage, Tenant shall have the option to terminate this Lease by written notice to Landlord; provided, however, if the restoration is substantially completed prior to the date Tenant delivers any such termination notice, then the termination notice shall be null and void, and this Lease shall continue in effect. In the event of any termination of this Lease, Rent and Additional Rent shall be paid only to the date of such fire or casualty.

In the event that the Premises are partially but not substantially damaged by fire or other casualty, then Landlord shall immediately proceed with all due diligence to repair and restore the Premises and Rent and Additional Rent shall abate in proportion to that portion of the Premises that is untenable during the period of restoration.

Notwithstanding the foregoing provisions of this Section 13, in the event regulatory changes occurring on or after the Effective Date, applicable to Tenant's business, require changes to the Premises, including but not limited to the common areas and parking areas, or the Building in order for Tenant to continue operating its business, then if Landlord proceeds to repair the Premises, Landlord shall incorporate such changes into the repair and restoration of the Premises. Additionally, in the event that insurance proceeds applicable to Alterations or Tenant Improvements constructed by Tenant at its expense are made available to Tenant, Tenant shall be responsible for restoring such Alterations or Tenant Improvements; provided, however, that Rent and Additional Rent abatement shall continue during such period of restoration so long as Tenant is diligently pursuing the completion of such restoration, but in no event for a period longer than ten months following substantial completion of Landlord's repairs and restoration. In the event that Landlord does not restore the Premises, Tenant may retain all insurance proceeds applicable to Alterations and Tenant Improvements constructed by Tenant at its expense. Landlord shall be responsible for restoring improvements constructed by Landlord in all events and Tenant shall be responsible for restoring improvements constructed by Tenant in all events.

14. Eminent Domain.

14.1 **Taking.** If by any lawful authority through condemnation or under the power of eminent domain: (a) the whole of the Premises shall be permanently taken; (b) less than the entire Premises shall be permanently taken, but the remainder of the Premises are not, in Tenant's sole judgment, fit for Tenant to carry on the normal operation of Tenant's business therein; (c) Tenant determines, in its reasonable

judgment, that after such taking adequate parking space will not be available near the Premises; (d) there is any substantial impairment of ingress or egress from or to or visibility of the Premises; or (e) all or any portion of the common areas shall be taken resulting in a material interference with the operations of or access to Tenant's business, then in any such event, Tenant may terminate this Lease by written notice, effective as of the date of such taking, and Rent and Additional Rent shall be prorated as of the date of such termination.

14.2 Rent Adjustment. Unless this Lease is terminated as provided in Section 14.1, commencing on the date possession is acquired by a condemning authority, Rent and Additional Rent shall be reduced by the then applicable per rentable square foot Rent and Additional Rent multiplied by the number of rentable square feet taken, and Landlord shall restore the Premises, including but not limited to the common areas and parking areas, at Landlord's cost and expense, to a complete architectural unit. During such period of restoration Rent and Additional Rent shall be abated to the extent the Premises are rendered untenable.

14.3 Awards. All compensation awarded or paid in any such eminent domain proceeding shall belong to and be the property of Landlord without any participation by Tenant, except that nothing contained herein shall preclude Tenant from prosecuting any claim directly against the condemning authority in such eminent domain proceeding for its relocation costs, its unamortized leasehold improvements and trade fixtures, loss of business and the like provided that any such award to Tenant shall not reduce the award otherwise payable to Landlord.

15. Right of Entry by Landlord. Subject to Landlord's obligations under Section 35, Landlord, or any of its agents, shall have the right to enter the Premises during all reasonable hours and upon at least 24 hours prior notice (except in cases of emergency) to perform its obligations under this Lease, examine the Premises or, in the six month period immediately preceding the Expiration Date, to exhibit the Premises to potential tenants. Any work done by Landlord to Premises shall be performed during hours that Tenant is not open for business (except in emergencies) unless Tenant, in the exercise of its reasonable discretion, otherwise agrees. Any restoration work or alteration work at the Premises which is necessitated by or results from Landlord's entry, including, without limitation, any work necessary to conceal any element whose presence is permitted hereunder, shall be performed by Landlord at its expense or, at Tenant's election, by Tenant on Landlord's behalf and at Landlord's cost and expense. Landlord shall be liable for all loss, damage or injury to persons or property and shall indemnify and hold Tenant harmless from all claims, losses, costs, expenses and liability, including reasonable attorney's fees resulting from Landlord's entry except to the extent caused by the negligent or intentional act of Tenant or its contractors, agents, employees or licensees. In the exercise of Landlord's rights pursuant to this Section, Landlord shall make all reasonable efforts to minimize interference with Tenant's operations. If Landlord's entry into the Premises interferes with the conduct by Tenant of its business to such an extent that Tenant, in the exercise of its reasonable business

judgment, must close the Premises or is unable to use 75% of the Premises for business for three or more days, then Rent and Additional Rent shall totally abate for each day or portion thereof that such interference continues.

Landlord acknowledges that Tenant is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA") and in order for Tenant to comply with HIPAA, Tenant must restrict access to the portions of the Premises where patient medical records are kept or stored. Landlord hereby agrees that, notwithstanding the rights granted to Landlord pursuant to this Lease including this Section 15, except when accompanied by an authorized representative of Tenant, neither Landlord nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designated by Tenant as locations where patient medical records are kept and/or stored or where such entry is prohibited by applicable state or federal health care privacy Laws. Landlord further agrees to comply with the provisions of HIPAA and all applicable medical privacy Laws in connection with Landlord's entry into the Premises.

16. Indemnity. Tenant agrees to indemnify Landlord and save Landlord harmless from any and all liability, claims and loss for personal injury or property damage, or both, sustained or claimed to have been sustained by any person or persons, or property in, upon or about the Premises caused or brought about by the act or neglect of Tenant or its agents, servants or employees. Landlord agrees to indemnify Tenant and save Tenant harmless from any and all liability, claims and loss for personal injury or property damage, or both, sustained or claimed to have been sustained by any person or persons, or property in, upon or about the Premises caused or brought about by the act or neglect of Landlord or its agents, servants or employees. The indemnities set forth in this Section 16 shall survive termination or expiration of this Lease.

17. Default and Remedies.

17.1 **Tenant Default and Landlord Remedies.** In the event that (a) Tenant defaults in the payment of Rent or Additional Rent hereunder and such Rent or Additional Rent remains due and unpaid for five business days following written notice of such default from Landlord to Tenant; (b) Tenant defaults in the performance of any other provisions of this Lease and such default is not cured within 30 days following written notice from Landlord specifying such default (unless such default is not reasonably capable of being cured within such 30 day period and Tenant is diligently prosecuting such cure to completion); (c) a petition in bankruptcy is filed by or against Tenant (provided Tenant shall have 90 calendar days to stay any involuntary proceeding); (d) Tenant makes an assignment for the benefit of its creditors, or a receiver is appointed for Tenant and such receiver is not dismissed within 60 days of its appointment; (e) Tenant enters into an assignment or sublet in violation of Section 7; (f) Tenant fails to respond to Landlord's second written request for a subordination agreement in accordance with and subject to the terms of Section 26 below; or (g) Tenant fails to respond to Landlord's second written request for an estoppel certificate

in accordance with and subject to the terms of Section 30 below, then, in any of these events, Landlord may, at its option (x) proceed for past due installments of Rent or Additional Rent, reserving its right to proceed later the remaining installments when due; or (y) declare the rights of Tenant under this Lease terminated and, thereafter, recover possession of the Premises through legal process. Notwithstanding the remedy Landlord may seek, the foregoing cure periods shall be applicable.

Upon and after termination of this Lease, Tenant shall pay to Landlord the Rent up to the time of such termination, in addition to any amounts payable by Tenant to Landlord pursuant to the immediately following paragraph. Landlord shall make a commercially reasonable effort to mitigate its damages and relet the Premises or any part thereof to any person, firm or corporation other than Tenant for such rent, for such time and upon such terms as Landlord in Landlord's reasonable discretion shall determine.

In the event of any such termination, Landlord may: (A) choose to have Tenant remain liable for, and pay on the days originally fixed for such payment hereunder, the full amount of all Rent and Additional Rent as if this Lease had not been terminated; provided, however, if Landlord relets the Premises there shall be credited against such obligation the amount actually received by Landlord as a result of such reletting after deducting all costs and expenses incurred by Landlord in connection with reletting the Premises including, without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable attorneys' fees, alteration costs and expenses of preparation for such reletting; or (B) demand Tenant pay to Landlord on such demand, as and for liquidated and agreed damages for Tenant's default, the present value (based on a discount rate then established by the Federal Reserve closest to the Premises) of the amount by which the aggregate Rent that would have been payable under this Lease by Tenant from the date of such termination until what would have been the last day of the Term but for such termination exceeds the fair market rental value of the Premises for the same period.

17.2 Landlord Default and Tenant Remedies. Subject to the terms and provisions below, and in addition to any other remedy expressly available to Tenant pursuant to this Lease or at law or in equity, should Landlord fail to perform any term or covenant under this Lease (each and any such failure, a "Landlord Default") and if any such Landlord Default is not cured and continues for 30 days (unless a shorter notice and cure period is expressly provided herein, in which case such shorter period shall govern) following written notice by Tenant to Landlord (and to any "Mortgagee" (as defined in Section 26 below) that has delivered written notice to Landlord requesting notice of a Landlord Default and a right to cure) of such Landlord Default (unless a different period is expressly provided for in any other provision of this Lease or such default is not reasonably capable of being cured within such expressed period and Landlord or Mortgagee is diligently prosecuting such cure to completion, but in no event to extend beyond 90 days), then Tenant shall have the option, (at Tenant's sole discretion), of (a) remedying such Landlord Default and, in connection therewith, incurring expenses for the account of Landlord, and any and all such sums expended or

obligations incurred by Tenant in connection therewith shall be paid by Landlord to Tenant upon demand, and if Landlord fails to immediately reimburse and pay same to Tenant, Tenant may, in addition to any other right or remedy that Tenant may have under this Lease, deduct such amount (together with interest thereon at the maximum rate permitted by applicable Law from the date of any such expenditure by Tenant until the date of repayment thereof by Landlord to Tenant) from subsequent installments of Rent and Additional Rent that from time to time become due and payable by Tenant to Landlord hereunder. In all events Tenant shall have the right to remedy any Landlord Default without prior notice in the event of an emergency (so long as Tenant gives notice within a reasonable period of time thereafter) and invoice Landlord and abate Rent and Additional Rent in the manner set forth in the preceding sentences of this Section 17.2.

If Landlord is or becomes a Referral Source (as defined in Section 24) and if this Lease is terminated for any reason before the first anniversary of the Commencement Date, then Landlord and Tenant shall not enter into any similar lease agreement with each other for the Premises or substantially similar space before the first anniversary of the Commencement Date.

18. Insurance.

18.1 **Landlord's Insurance.** During the Term, Landlord shall procure and maintain in full force and effect with respect to the Premises (a) a policy or policies of property insurance (including, to the extent required by Tenant, any holder of any fee or leasehold mortgage, or to the extent Landlord reasonably deems prudent, sprinkler leakage, vandalism, malicious mischief, earthquake, terrorism and flood insurance coverage) for full replacement value; and (b) a policy of commercial liability insurance in a minimum amount of \$1,000,000.00 per claim and \$3,000,000.00 in the aggregate for both bodily injury and property damage insuring Landlord's activities with respect to the Premises and the Building for loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in, upon or about the Premises or the Building. Tenant shall reimburse Landlord for the commercially reasonable cost of such insurance, not to exceed the cost of insurance premiums charged by third party commercial providers, as Additional Rent. Any additional insurance obtained by Tenant shall be at Tenant's sole cost and expense.

18.2 **Tenant's Insurance.** Tenant shall obtain and keep in force with respect to the Premises and Tenant's use thereof commercial general liability insurance in a minimum amount of \$1,000,000.00 per claim and \$3,000,000.00 in the aggregate for both bodily injury and property damage. Tenant covenants and agrees to keep Tenant Improvements and Tenant's contents in the Premises insured for full replacement value, under a Special Form 'All Risk' policy. In no event shall Tenant's insurance provide coverage or indemnity to Landlord for any claim, loss, suit, action or other legal proceeding in which Landlord or its agents, servants, employees, guests, invitees or independent contractors bear responsibility. Rather, it is the intent of this

Section to provide general liability coverage to Landlord, as an additional insured, when it is made a party to a claim, loss, suit, action or other legal proceeding for which it bears no responsibility. In the event that both Landlord and Tenant bear responsibility for the claim, loss, suit, action or other legal proceeding, then each party will look to its own insurance for coverage. Tenant may carry any insurance required by this Lease under a blanket policy or under a policy containing a self-insured retention.

18.3 General Requirements. All policies of insurance required to be carried under this Lease by Landlord shall be written by companies rated A- VII or better in Best's Key Rating Guide. Upon request, Landlord and Tenant shall each furnish to the other party a certificate evidencing the insurance required to be maintained pursuant to this Lease. Tenant and Landlord shall endeavor to give to any party listed as an additional insured 30 days written notice prior to any cancellation of the policy. If Tenant fails to procure and maintain insurance as required by this Lease, Landlord may obtain that insurance and keep it in effect. If Landlord procures insurance on Tenant's behalf, then Tenant shall pay to Landlord the premium cost for that insurance, upon demand and as Additional Rent.

19. Subrogation. Each of the parties hereto hereby releases the other and the other's partners, agents and employees, to the extent of each party's property insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party or its partners, agents or employees; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance shall contain a clause to the effect that this release shall not affect said policy or the right of the insured to recover thereunder. If any policy does not permit such a waiver, and if the party to benefit therefrom requests that such a waiver be obtained, the other party agrees to obtain an endorsement to its insurance policies permitting such waiver of subrogation if it is commercially available and if such policies do not provide therefor. If an additional premium is charged for such waiver, the party benefiting from the waiver, if it desires to have the waiver, agrees to pay to the other the amount of such additional premium promptly upon being billed therefor.

20. Landlord's Maintenance Responsibilities. Landlord shall be responsible for maintaining, repairing, and replacing the systems and structures of the Building in accordance with the following:

20.1 Maintenance, Repair, and Replacement at Landlord's Sole Cost. Landlord shall, at Landlord's sole cost and expense, promptly maintain and keep in good order and repair and promptly make any necessary replacements to the following Building structures and systems: concrete slab, footings, foundation, structural components, exterior walls (excluding painting), sidewalks, driveways, loading areas, flooring system (excluding floor covering), exterior plumbing, and electrical systems of the Building.

20.2 Maintenance, Repair and Replacement Subject to Tenant Reimbursement.

(a) Parking Areas. Landlord shall maintain and keep in good order and repair and make any necessary replacements to the parking areas, sidewalks, loading areas and drive aisles serving the Building provided that Tenant shall reimburse Landlord for the reasonable and actual cost thereof on an amortized basis, as more fully described below in this Section 20.

(b) Roof. Landlord shall maintain and keep in good order and repair and make any necessary replacements to the roof, roof membrane, and roof covering, provided that (A) with respect to repairs and maintenance, Tenant shall reimburse Landlord for actual and reasonable costs not to exceed \$1,000 per Lease Year, and (B) with respect to replacement, Tenant shall reimburse Landlord for the reasonable and actual cost thereof on an amortized basis.

(c) HVAC. Landlord shall make any necessary replacements to, but shall not be responsible for maintenance and repairs of, the heating, ventilation, and cooling systems ("HVAC") of the Building, provided that Tenant shall reimburse Landlord for the reasonable and actual cost of such replacements on an amortized basis.

If Landlord shall not commence the foregoing repairs within the 15 days following written notice from Tenant that such repairs are necessary, and if Tenant's use of the Premises is materially and adversely affected by the need for such repairs, then Tenant may, at its option, cause such Landlord's repairs to be made and shall furnish Landlord with a statement of the cost of such repairs upon substantial completion thereof. Landlord shall reimburse Tenant for the reasonable and actual cost of such repairs plus a service charge to cover Tenant's expenses in an amount equal to 10% of the cost of such repairs within ten days of the date of the statement from Tenant setting forth the amount due, provided, however, should Landlord fail to reimburse Tenant with said ten day period, then Tenant may, at its option, offset such amount against subsequent Rent and Additional Rent due under this Lease.

As used above in this Section 20, "amortized basis" shall mean allocation of the subject cost over the useful life of the capital item, as determined under GAAP, with a return on capital at the then current market rate per annum on the unamortized balance or at such lower rate as may have been actually paid by Landlord on funds borrowed for the purpose of making such replacements, and only the annual amortized amount shall be the amount Tenant is required to reimburse Landlord during each Lease Year. The "useful life" for purposes of replacements of the roof, roof membrane, or roof covering shall be 20 years, and for purposes of replacements of the Building's HVAC it shall be 15 years. The "useful life" for all other items shall be determined in accordance with generally accepted accounting principles consistently applied.

Except for Landlord's obligations set forth above and except for any damage caused by the acts of negligence by Landlord or its agents within the Premises, Tenant shall maintain said Premises in the good condition, order and repair as they are at the commencement of the Term, excepting therefrom ordinary wear and tear arising from the use thereof and damage by fire or other casualty. Tenant shall maintain a contract for the routine and periodic maintenance and regular inspection of such HVAC systems servicing the Premises, the replacement of filters as recommended and the performance of other recommended periodic servicing in accordance with applicable manufacturer's standards and recommendations.

21. Intentionally Omitted.

22. Emergency. If Landlord is unable or unwilling to take action which it is obligated to take hereunder where an emergency has occurred with respect to the Premises, then Tenant may take such action as is reasonably necessary to protect the Premises and persons or property in the Premises and Landlord shall, within 15 days after written notice thereof from Tenant reimburse Tenant for its reasonable out-of-pocket expenses incurred in curing such emergency; provided, however, should Landlord fail to reimburse Tenant within the 15 day period, then Tenant may, at its option, offset such amount against Rent and Additional Rent due under this Lease.

23. Title and Parking. Landlord hereby represents to Tenant that Landlord is (or will be as of the Possession Date) the owner in fee simple of the Premises, including the Building and all improvements thereon and has the right and authority to enter into this Lease. Except as otherwise identified on Exhibit I attached to this Lease, Landlord hereby represents to Tenant that no covenants, restrictions, liens or other encumbrances affecting the real property upon which the Building is constructed shall interfere with or adversely affect Tenant's rights granted hereunder including without limitation Permitted Use of the Premises. Landlord further represents that Landlord and those signatories executing this Lease on behalf of Landlord have full power and authority to execute this Lease.

Landlord agrees that Landlord shall not make any material modifications to the Premises (including, without limitation, the parking areas, driveways and walks) without Tenant's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Tenant shall be entitled to the use of the parking area in accordance with a parking ratio of not less than four spaces per 1,000 rentable square feet of the Premises or such greater amount as may be required by local code (including handicapped parking spaces) in close proximity to the Premises for Tenant's exclusive use.

24. Compliance with Laws. Both parties shall comply with all applicable Laws throughout the Term. Landlord represents and warrants to Tenant that as of the Possession Date the Premises, the Building and the parking areas are in compliance with all Laws, including, without limitation, applicable zoning Laws and with all

applicable instruments affecting title to the Premises. Landlord further represents that it has received no notices or communications from any public authority having jurisdiction alleging violation of any Laws relating to the Premises, the Building, or the common areas and has received no notices alleging violation of any title instrument. Without limiting the generality of the foregoing, Landlord represents and warrants that as of the Commencement Date (a) the use of the Premises and the Building and improvements thereon for purposes of operation of a dialysis clinic and related medical and business offices is permitted by and will not violate private restrictions or applicable Laws, including without limitation zoning Laws, and does not constitute a "non-conforming use" thereunder, or if such use is a "non-conforming use" thereunder then such use is permitted pursuant to a conditional use permit or other variance issued by the appropriate governmental agency or authority, (b) the Premises, the Building, and the parking areas comply with all applicable Laws relating to handicapped accessibility, including, without limitation, the Americans with Disabilities Act (ADA) of 1990, as amended, 42 U.S.C. §§12101 *et seq.* (1990), and (c) the Building enjoys, and Landlord will provide for the Term, ingress and egress from the parking area to the adjoining public streets and highways.

If at any time or from time to time any alterations, including, without limitation, structural alterations, are required in order for the Premises or Building or parking areas to comply with any generally applicable Laws from time to time applicable to the Premises, Landlord shall immediately make such alterations at its sole cost and expense. If at any time or from time to time any alterations, including, without limitation, structural alterations, are required in order for the Premises to comply with any Laws specifically applicable to the Premises due to Tenant's use as a dialysis facility and not due to any act by Landlord, Tenant shall immediately make such alterations, at its sole cost and expense.

Landlord represents and warrants to Tenant that Landlord is not a "referring physician" or a "referral source" as to Tenant for services paid for by Medicare or a state health care program, as the terms are defined under any federal or state health care anti-referral or anti-kickback regulation, interpretation or opinion (a "Referral Source"). Landlord covenants, during the Term, it will not knowingly (a) take any action that would cause it to become a Referral Source as to Tenant or (b) sell, exchange or transfer the Premises to any individual or entity who is a Referral Source as to Tenant.

25. Intentionally Omitted.

26. Tenant to Subordinate. Tenant shall, upon written request of the holder of a mortgage or deed of trust in the nature of a mortgage, which holder is a commercial or institutional lender, on the Premises ("Mortgagee") subordinate any interest which it has by virtue of this Lease, and any extensions and renewals thereof to any mortgages or deeds of trust placed upon the Premises by Landlord, if and only if such Mortgagee shall execute, deliver and record in the appropriate registry of deeds a recognition and non-disturbance agreement in form and content substantially similar to Exhibit D or such

other commercially reasonable form as may be agreed upon by the parties. Tenant shall respond to any such requests within 15 business days following receipt of the Mortgagee's written request. If Tenant fails to respond within such initial 15 business day period, then Landlord may deliver a second written request, and if Tenant fails to respond within ten business days following receipt of the second written request, such failure shall be a default under this Lease, provided that Landlord's second notice states in bolded and capitalized font that a failure to respond within ten business days of receipt is the basis for a default under the Lease. Such agreements shall provide by their terms that notwithstanding any foreclosure of such mortgage or deed of trust Tenant may continue to occupy the Premises during the Term or any extensions or renewals thereof under the same terms, conditions and provisions of this Lease unless Tenant shall be in default beyond any applicable grace periods provided for herein. Landlord shall, at or prior to the Commencement Date, secure from Landlord's present Mortgagee of the Premises a non-disturbance agreement in a form reasonably acceptable to Tenant. Landlord shall also secure from any future Mortgagee or lienholders of Landlord non-disturbance agreements during the Term. If Landlord shall not obtain such non-disturbance agreement, then this Lease shall not be subordinate to any such future lien, mortgage, or refinancing.

27. Quiet Enjoyment. Tenant shall, upon payment of the Rent and Additional Rent, subject to all applicable notice and cure periods and subject to all of the terms and covenants of this Lease, on Tenant's part to be kept, observed and performed, shall quietly have and enjoy the Premises during the Term. Landlord agrees that Tenant shall have continuous, peaceful, uninterrupted and exclusive possession and quiet enjoyment of the Premises during the Term.

28. Memorandum of Lease. Landlord agrees to enter into and have recorded a recordable memorandum or notice of this Lease in the form attached as Exhibit F or in form otherwise reasonably satisfactory to Tenant upon Tenant's written request. Tenant shall be responsible for the preparation thereof, recording and the cost of recording the same.

29. Notices. All notices, demands and requests which may be or are required to be given by either party to the other shall be in writing and shall be either (a) sent by registered or certified mail, return receipt requested, postage prepaid, (b) delivered, by hand, or (c) sent by overnight courier such as Federal Express. All notices to Landlord should be addressed to Landlord at c/o DaVita HealthCare Partners Inc., Attention: Real Estate Legal, 2000 16th Street, Denver, CO 80202, Telephone: (303) 405-2100; concurrently to: relegal@davita.com, Subject: Danville, IL (11289) or at such other place as Landlord may from time to time designate in written notice to Tenant. All notices to Tenant shall be addressed to Tenant c/o DaVita HealthCare Partners Inc., Attention: Real Estate Legal, 2000 16th Street, Denver, CO 80202, Telephone: (303) 405-2100, concurrently to: relegal@davita.com, Subject: Danville, IL (11289) or to any such other place as Tenant may from time to time designate in written notice to Landlord. In addition, all correspondence to Tenant related to Taxes, Insurance, Rent or Additional

Rent shall be sent to P.O. Box 1476, Tacoma, WA 98401-1476; Attention: Rent Department, concurrently to: rentdepartment@davita.com. All notices, demands and requests which shall be served upon Landlord and Tenant in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder. Notwithstanding anything contained in this Lease to the contrary, any written notice by either Landlord or Tenant to the other party may be transmitted by facsimile or electronic transmission, and that the facsimile or electronic copies of such party's signature shall have the same effect as if it were an original signature, provided that the party providing such notice obtains a confirmation page or delivery confirmation email and further provided that within three business days after the electronic transmission of any such notice, Landlord or Tenant shall execute and deliver to the other party an original copy of the notice via one of the methods provided in this Section.

30. Estoppel Certificate. Each of Landlord and Tenant agrees at any time and from time to time upon not less than 15 business days' prior written request by the other to execute, acknowledge and deliver to the other an estoppel certificate in the form attached as Exhibit E certifying that (a) this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), (b) the dates to which Rent and other charges have been paid in advance, if any, (c) all of the defaults of Landlord or Tenant hereunder, if any, (and if there are no defaults a statement to that effect), and (d) any other information reasonably requested, it being intended that any such estoppel certificate delivered pursuant to this Section 30 may be relied upon by any prospective purchaser of the Premises or any mortgagee or assignee of any mortgage upon the fee or leasehold of the Premises or by any prospective assignee of this Lease or subtenant of the whole or any portion of the Premises and/or by other party interested in the Premises or any part thereof. If either party fails to execute, acknowledge and deliver an estoppel certificate within 15 business days following its receipt of the initial written request, as required in this Section 30, the requesting party may send a second written request, and if the recipient party shall thereafter fail to execute, acknowledge and deliver the estoppel certificate within ten business days following receipt of the second request, such failure shall be a default under this Lease, provided that the second notice states in bolded and capitalized font that a failure to respond within ten business days of receipt is the basis for a default under the Lease.

31. Landlord's Sale of the Building. Landlord may, at any time, without the prior consent of Tenant, contract to and/or perform any of the following transactions with respect to an interest in Landlord, the Lease, the Premises, the realty underlying the Premises, and/or any portion of or interest in the realty or improvements owned or hereafter acquired by Landlord: sale, purchase, exchange, transfer, assignment, lease, conveyance (collectively referred to herein as "Sale"); and/or encumbrance, pledge, mortgage, deed of trust, hypothecation or sale and leaseback transaction (collectively referred to herein as "Mortgage"). Any "For Sale" sign placed by Landlord on the land outside the Building shall be a professionally made sign of a reasonable size that does not interfere with the visibility of any of Tenant's signage. From and after a Sale,

Landlord shall be released from all liability to Tenant and Tenant's successors and assigns arising from this Lease because of any act, occurrence or omission of Landlord occurring after such Sale, and Tenant shall look solely to Landlord's successor in connection with the same; provided, however, that Landlord shall not be released from liability to Tenant and Tenant's successors and assigns from this Lease because of any act, occurrence or omission of Landlord occurring prior to such Sale, unless such liability is expressly assumed by Landlord's successor-in-interest in the Building and Premises. Within 30 days following the effective date of a Sale, Landlord shall notify Tenant whether Landlord's successor-in-interest and assignee to this Lease would or would not be a Referral Source as described in Section 24 above. Upon any Sale entered into between Landlord and an unaffiliated third party, any lease or other arrangement entered into between Landlord's successor and a competitive business prior to the effective date of the Sale that would otherwise be a violation of the terms of Section 24 above shall not be deemed a violation of the restrictions set forth therein if entered into prior to the effective date of the Sale.

32. Tenant's Satellite and Cable Rights. Tenant shall have the right to place a satellite dish on the roof and run appropriate electrical cabling from the Premises to such satellite dish and/or install cable service to the Premises at no additional fee, provided all such work shall be performed in accordance with all applicable Laws and so as not to invalidate any then effective roof warranty for the Building. Landlord shall reasonably cooperate with Tenant's satellite or cable provider to ensure there is no delay in acquiring such services. Tenant shall also have the right to run appropriate electrical cabling from the Premises to connect its electrical generator and associated transfer switch. Tenant shall be responsible for any damage to the roof caused by Tenant's installation or removal of any such satellite dish or cabling.

33. Regulatory Compliance. In the event Landlord, or Landlord's successor or assign, is or becomes a Referral Source as described in Section 24 above, this Section 33 shall apply but shall have no effect until such time:

33.1 **Compliance.** Landlord and Tenant agree that it is not the purpose of this Lease to exert any influence over the reason or judgment of any party with respect to the referral of patients or other business between Landlord and Tenant, but that it is the parties' expectation that any referrals which may be made between the parties shall be and are based solely upon the medical judgment and discretion of the patient's physician. The parties further agree and acknowledge that (a) Base Rent is (i) set forth in advance; (ii) consistent with fair market value in an arms-length transaction; (iii) does not take into account the volume or value of any referrals or other business generated between the parties; and (iv) would be reasonable even if no referrals were made between the parties, and (b) Tenant's Proportionate Share does not exceed Tenant's pro-rata share for expenses and the Premises Rentable Area does not exceed the reasonable square footage needed for the legitimate business plans of Tenant.

33.2 Representations. Each party represents and warrants that: (i) it is not currently excluded from participation in any federal health care program, as defined under 42 U.S.C. Section 1320a-7b; (ii) it is not currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal procurement and non-procurement programs; or (iii) it has not been convicted of a criminal offense that falls within the scope of 42 U.S.C. Section 1320a-7(a), but has not yet been excluded, debarred, suspended or otherwise declared ineligible (each, an "Exclusion"), and agrees to notify the other party within two (2) business days of learning of any such Exclusion or any basis therefore. In the event of learning of such Exclusion, either party shall have the right to immediately terminate this Lease without further liability. Landlord agrees that Tenant may screen Landlord against applicable Exclusive databases on an annual basis. Tenant shall have the right to terminate the Lease if a change in applicable health care laws or reimbursement systems affects the legality of the Lease. Landlord shall notify Tenant of, and cooperate with, any request from a duly authorized government representative (e.g., Secretary of HHS, Comptroller General) for access to books, documents and/or records related to the Lease, and to indemnify Tenant from any liability arising out of the party's refusal to grant such access.

33.3 Compliance with Law. The parties enter into this Lease with the intent of conducting their relationship in full compliance with applicable federal, state and local laws, including, without limitation, the Anti-Kickback Statute and agree and certify that neither party shall violate the Anti-Kickback Statute in performing under this Lease. Notwithstanding any unanticipated effect of any provisions of this Lease, neither party will intentionally conduct itself under the terms of this Lease in a manner that would violate any such law. Landlord agrees not to request an advisory opinion related to the legality of the Lease without the concurrence and approval of Tenant.

33.4 Covered Person. In the event Landlord is a Covered Person (as defined below), Landlord shall also be subject to the following provisions. Landlord shall participate in all compliance training (including on-line general compliance training on an annual basis) that Tenant provides to the Landlord and shall complete all such training within the time frames required by Tenant. Further, Landlord shall comply with policies and procedures designed to ensure compliance with relevant Federal health care program requirements applicable to Tenant, and compliance programs applicable to Tenant, including its Code of Conduct. Landlord agrees that if it is notified by Tenant that it is a Covered Person, Landlord shall certify in writing or electronic form that Landlord read, understood and shall abide by the Code of Conduct and will return such certification to Tenant within 30 days after being notified. Landlord shall report immediately to Tenant any suspected or known violations of Tenant's policies and procedures or of any violation of applicable federal healthcare program laws and regulations. Tenant shall provide to Landlord a copy of the applicable Code of Conduct and relevant policies and procedures designed to ensure compliance with relevant Federal health care program requirements. A "Covered Person" shall be defined as: (i) any individual or entity who provides patient care items or services or who perform billing or coding functions on behalf of DaVita Dialysis, or (ii) any DaVita Dialysis

domestic dialysis joint venture partner or medical director for any domestic DaVita Dialysis clinic.

34. Cooperation with Tenant's Cost Reporting Responsibilities. Landlord's full cooperation with applicable authorities in connection with cost reporting is essential for Tenant's continued operation of its business. Therefore, Landlord agrees to provide to Tenant, within 30 days of Tenant's request, any and all information that is reasonably necessary for Tenant to fulfill its cost reporting requirements to such applicable authorities.

35. Protected Health Information.

35.1 Landlord acknowledges and agrees that from time to time during the Term, Landlord and/or its employees, representatives or assigns may be exposed to, or have access to, Protected Health Information ("PHI"), as defined by HIPAA, 45 CFR Parts 160 and 164. Landlord agrees that it will not use or disclose, and Landlord shall cause its employees, or assigns not to use or disclose, PHI for any purpose unless in accordance with the requirements of HIPAA and all other applicable medical privacy Laws.

35.2 Landlord shall preserve, and cause any of its employees, agents and representatives to preserve, any "Confidential Information" of or pertaining to Tenant and shall not, without first obtaining Tenant's prior written consent, disclose to any person or organization, or use for its own benefit, any Confidential Information of or pertaining to Tenant during and after the Term, unless such Confidential Information is required to be disclosed by a court of competent jurisdiction or by any governmental authority. As used herein, the term "Confidential Information" shall mean any business, financial, personal or technical information relating to the business or other activities of Tenant that Landlord obtains in connection with the Lease.

36. Landlord's Consent. Unless otherwise expressly stated herein, whenever Landlord's consent is required under this Lease, such consent shall not be unreasonably withheld, conditioned or delayed, and Landlord's reasonable satisfaction shall be sufficient for any matters under this Lease.

37. Surrender of Premises. At the expiration of the Term, whether by expiration of time or otherwise, Tenant shall surrender the Premises to Landlord in broom clean condition free of debris and rubbish, excepting damage caused by ordinary wear and tear, fire, acts of God, Landlord, condemnation and/or other casualty or the elements. All Alterations which may be made by Tenant shall be the property of Tenant and Tenant shall be entitled to remove from the Premises during the Term all Tenant Improvements and any and all furniture, removable trade fixtures, equipment and personal property ("Fixtures") installed or located on or in the Premises provided that Tenant repair any and all damage caused by the removal of the foregoing. Any Tenant Improvements or Fixtures which Tenant does not elect to remove at or prior to the expiration of the Term shall be surrendered with the Premises at the termination of this

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Lease; provided that Tenant shall remove its signage and its reverse osmosis ("RO") tanks and bio-medical equipment and remove and cap all piping in the RO room and repair any and all damage done by the removal of the foregoing, at Tenant's sole cost and expense.

38. Holding Over. In the event Tenant remains in possession of the Premises after the expiration of the Term, or any extensions hereof without the written consent of Landlord, this Lease shall continue on a month-to-month basis, terminable by either party upon 30 days' prior written notice and Tenant shall be obligated to pay Rent at 115% the then current rate at the end of the Term (including all adjustments), with all other sums then payable hereunder prorated on a daily basis for each day that Landlord is kept out of possession of the Premises. Notwithstanding the foregoing, in the event that applicable Law, including without limitation applicable health care Law, limits the period of any such holdover, both parties shall comply with such applicable Law. Tenant shall during any such holdover period continue to pay any Additional Rent that would otherwise be payable under this Lease.

39. Binding Effect. All covenants, agreements, stipulations, provisions, conditions and obligations set forth herein shall extend to, bind and inure to the benefit of, as the case may require, the successors and assigns of Landlord and Tenant respectively, as fully as if any such successor or assign was referenced to wherever reference to Landlord or Tenant, as the case may be, occurs in this Lease.

40. Severability. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by Law.

41. Applicable Law. The Laws of the State where the Premises are located shall govern the validity, performance and enforcement of this Lease, without regard to such State's conflict-of-law principles.

42. Force Majeure. Whenever a day is appointed herein on which, or a period of time is appointed within which, either party hereto is required to do or complete any act, matter or thing (excluding payments of amounts due hereunder), the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is interfered with, the doing or completion of such act, matter or thing because of strikes, lock-outs, embargoes, unavailability of labor or materials, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God or other causes beyond such party's reasonable control, provided that no extension of the time under this Section 42 shall exceed 90 days unless otherwise agreed to in writing by the parties.

43. Complete Agreement. Any stipulations, representations, promises or agreements, oral or written, made prior to or contemporaneously with this agreement shall have no legal or equitable consequences and the only agreement made and binding upon the parties with respect to the leasing of the Premises is contained herein, and it is the complete and total integration of the intent and understanding of Landlord and Tenant with respect to the leasing of the Premises. No amendment or modification of this Lease shall be valid or binding unless reduced to writing and executed by the parties hereto in the same manner as the execution of this Lease.

44. Counterparts. This Lease may be executed in any number of counterparts via facsimile or electronic transmission or otherwise, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. Incorporation of Exhibits and Schedule. This Lease is subject to the provisions of the attached Exhibits A-I, inclusive, and Schedule 2 which exhibits and schedule are hereby made a part of this Lease.

46. Guaranty. In the event of an assignment of this Lease by original Landlord, Tenant shall cause DaVita HealthCare Partners Inc. to provide a Guaranty of this Lease to Landlord's assignee in the form attached hereto as Exhibit G.

47. Intentionally Omitted.

48. Costs of Enforcement. If Landlord or Tenant defaults under this Lease or there is a dispute under this Lease, then the defaulting party or the party not prevailing in such dispute shall pay, on demand, the out-of-pocket costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

49. Right of First Offer. If at any time during the Term, Landlord decides to market the Premises for sale (the "Offer to Sell"), Landlord grants Tenant the option to purchase the Premises on the same terms and conditions as provided in the Offer to Sell (the "Right of First Offer") provided, however, that the purchase price to Tenant shall be reduced by any real estate commissions Landlord would be obligated to pay by contract pursuant to a sale to a third party but which Landlord shall not be obligated to pay upon a sale to Tenant. Landlord shall give Tenant written notice in accordance Section 29 of this Lease of the listing price and any other terms and conditions of the Offer to Sell, enclosing a copy of all other information and documentation reasonably necessary for Tenant's consideration of such offer (the "Offer Package"). In order to exercise this Right of First Offer, Tenant must provide Landlord with written notice of Tenant's interest in purchasing the Premises within thirty (30) days after Landlord's delivery to Tenant of the Offer Package (the "Acceptance Deadline"). Landlord shall promptly provide Tenant with any other information reasonably requested by Tenant prior to the Acceptance Deadline for Tenant's consideration of such offer and Tenant shall have until the later to occur of the Acceptance Deadline or five (5) days after Tenant's receipt of such additional information to exercise such option. If Tenant

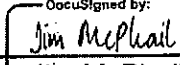
accepts the Right of First Offer, Landlord and Tenant shall execute a purchase agreement pursuant to the terms and conditions of the Offer Package or as otherwise agreed upon by the parties within thirty (30) days after Tenant's delivery to Landlord of Tenant's written notice of its exercise of the Right of First Offer. The failure of Tenant to exercise the Right of First Offer shall in no way release or relieve Landlord from Landlord's obligation to provide Tenant with notice of any future Offer to Sell or if the purchase price set forth in the original Offer Package delivered to Tenant is reduced. The parties hereby agree that if Tenant exercises its Right of First Offer and purchases the Premises, Landlord shall assign this Lease to the purchaser of the Premises. For purposes of this Section only, the term "Tenant" includes any person, corporation, partnership or other entity which controls, is controlled by or is under common control with Tenant. This Section shall not apply to any Offer to Sell promulgated by Genesis KC Development, LLC, the original Landlord under this Lease.

[Signature pages follow]

IN TESTIMONY WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the dates set forth below.

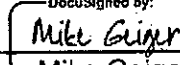
LANDLORD:

GENESIS KC DEVELOPMENT, LLC, a Delaware limited liability company

By: 
Name: ~~Jim McPhail~~
Title: VP – Real Estate and Center Development
Date: August 31, 2015

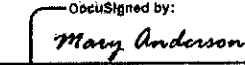
FOR LANDLORD'S INTERNAL PURPOSES ONLY:

APPROVED AS TO FORM ONLY:

By: 
Name: ~~Mike Geiger~~
Title: Assistant General Counsel

TENANT:

TOTAL RENAL CARE, INC.,
a California corporation

By: 
Name: ~~Mary J. Anderson~~
Title: Division Vice President
Date: August 31, 2015

FOR TENANT'S INTERNAL PURPOSES ONLY:

APPROVED AS TO FORM ONLY:

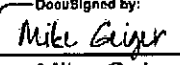
By: 
Name: ~~Mike Geiger~~
Title: Assistant General Counsel

EXHIBIT A

LEGAL DESCRIPTION

Lot 9 of Danville Crossings 2 containing 1.160 acres located as part of the NE ¼
Section 17, T-20-N, R-11-W, 2nd PM, City of Danville, County of Vermilion, State of
Illinois

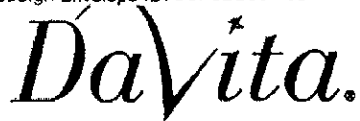
C-1

Danville, IL (#11289)
886983.1

Attachment - 2

EXHIBIT A-1
LANDLORD'S WORK

Landlord shall construct and deliver the Premises to Tenant with all the work set forth on the minimum base building improvement requirements attached hereto as Schedule 1 of this Exhibit A-1 substantially completed. The term "substantially completed" or "substantial completion" as used in this Lease with respect to Landlord's Work shall mean the date when (i) Landlord and Tenant have agreed, in the exercise of their reasonable, good faith judgment, that construction is sufficiently complete in accordance with the Plans and Specifications, so that upon completion of the Tenant Improvements, Tenant can occupy and utilize the facilities improved or constructed for the use for which it is initially intended, without significant interference to or impairment of Tenant's business activities by reason of any minor or insubstantial item of work that Landlord and Tenant agree remains to be done (the foregoing minor or insubstantial details are referred to as "Punchlist Items") to effect full completion of the Landlord's Work in strict accordance with the Plans and Specifications; (ii) any permits or governmental approvals required by applicable Law with respect to Landlord's Work have been issued or granted by the appropriate governmental authorities; and (iii) Landlord's architect certifies that Landlord's Work is substantially complete in accordance with the plans and specifications approved by Tenant.



SCHEDULE 1 – EXHIBIT A-1

MINIMUM BASE BUILDING IMPROVEMENT REQUIREMENTS

At a minimum, the Landlord shall provide the following Base Building and Site Development Improvements to meet Tenant's Building and Site Development specifications at Landlord's sole cost:

All MBBI work completed by the Landlord will need to be coordinated and approved by the Tenant and their Consultants prior to any work being completed, including shop drawings and submittal reviews.

1.0 - Building Codes & Design

All Minimum Base Building Improvements (MBBI) and Site Development are to be performed in accordance with all current local, state, and federal building codes including any related amendments, fire and life safety codes, barrier-free regulations, energy codes, State Department of Public Health, and other applicable codes as it pertains to Dialysis. All Landlord's work will have Governmental Authorities Having Jurisdiction ("GAHJ") approved architectural and engineering (Mechanical, Plumbing, Electrical, Structural, Civil, Environmental) plans and specifications prepared by a licensed architect and engineer and must be coordinated with the Tenant Improvement plans and specifications.

Building design will follow DaVita Shell prototype design package – see attached exhibit.

2.0 - Zoning & Permitting

Building and premises must be zoned to perform services as a dialysis clinic without the need for special-use approval by the AHJ. Landlord to provide all permitting related to the base building and site improvements.

3.0 - Common Areas

Tenant will have access and use of all common areas i.e. Lobbies Hallways, Corridors, Restrooms, Stairwells, Utility Rooms, Roof Access, Emergency Access Points and Elevators. All common areas must be code and ADA compliant for Life Safety per current federal, state and local code requirements.

4.0 Foundation and Floor

The foundation and floor of the building shall be in accordance with local code requirements. The foundation and concrete slab shall be designed by the Landlord's engineer to accommodate site-specific Climate and soil conditions and recommendations per Landlord's soil engineering and exploration report (To be reviewed and approved by Tenant's engineer).

Foundation to consist of formed concrete spread footing with horizontal reinforcing sized per geotechnical engineering report. Foundation wall, sized according to exterior wall systems used and to consist of formed and poured concrete with reinforcing bars or a running bond masonry block with proper horizontal and vertical reinforcing within courses and cells. Internal masonry cells to be concrete filled full depth entire building perimeter up to finish floor at a minimum. Foundation wall to receive poly board R-10 insulation on interior side of wall on entire building perimeter (if required by code). Provide proper foundation drainage.

The floor shall be concrete slab on grade and shall be a minimum of four-inch (4") (five-inch (5") at Water treatment room) thick with minimum concrete strength of 4,000-psi. It will include one of the following, wire mesh or fiber mesh, and/or rebar reinforcement over a 10 mil minimum vapor barrier and granular fill per Landlord's soils and/or structural engineering team based on soil conditions and report from the Soils Engineer. Finish floor elevation to be a minimum of 8" above finish grade. Include proper expansion control joints. Floor shall be level (1/8" with 10' of run), smooth, broom clean with no adhesive residues, in a condition that is acceptable to install floor coverings in accordance with the flooring manufacturer's specifications. Concrete floor shall be constructed so that no more than 3-lbs. of moisture per 1,000sf/24 hours is emitted per completed calcium chloride testing results after 28 day cure time. Means and methods to achieve this level will be responsibility of the Landlord. Under slab plumbing shall be installed by Tenant's General Contractor in coordination with Landlord's General Contractor, inspected by municipality and Tenant for approval prior to pouring the building slab.

5.0 - Structural

Structural systems shall be designed to provide a minimum 13'-0" clearance (for 10'-0" finished ceiling height) to the underside of the lowest structural member from finished slab and meet building steel (Type II construction or better) erection requirements, standards and codes. Structural design to allow for ceiling heights (as indicated above) while accommodating all Mechanical, Plumbing, Electrical above ceiling. Structure to include all necessary members including, but not limited to, columns, beams, joists; load bearing walls, and demising walls. Coordinate column spacing and locations with Tenant's Architect. Provide necessary bridging, bracing, and reinforcing supports to accommodate all Mechanical systems (Typical for flat roofs - minimum of four (4) HVAC roof top openings, one (1) roof hatch opening, and four (4) exhaust fans openings). Treatment room shall be column free.

The floor and roof structure shall be fireproofed as needed to meet local building code and regulatory requirements.

Roof hatch shall be provided and equipped with ladders meeting all local, state and federal requirements.

6.0 - Exterior walls

Exterior walls to be fire rated if required by code requirements. If no fire rating is required, interior of walls shall be left as exposed and until Tenants completes any and all work with-in walls on the interior side of the exterior walls. Landlord shall be responsible for interior metal stud furring/framing, mold- and moisture-resistant glass mat board, mold- and moisture-resistant gypsum board, taping and finishing on the interior side of all exterior walls.

7.0 - Demising walls

All demising walls shall be a 1 or 2hr fire rated wall depending on local, state and/or regulatory (NFPA 101 - 2000) codes requirements whichever is more stringent. Walls will be installed per UL design and taped (Tenant shall be responsible for final finish preparation of gypsum board walls on Tenant side only). At Tenant's option and as agreed upon by Landlord, the interior drywall finish of demising walls shall not be installed until after Tenant's improvements are complete in the wall. Walls to be fire caulked in accordance with UL standards at floor and roof deck. Demising walls will have minimum 3-inch thick mineral wool sound attenuation batts from floor to underside of deck.

8.0 - Roof Covering

The roof system shall have a minimum of a twenty (20) year life span with full (no dollar limit - NDL) manufacturer's warranty against leakage due to ordinary wear and tear. Roof system to include a minimum of R-30 insulation. Ice control measures mechanically or electrically controlled to be considered in climates subject to these conditions. Downspouts to be connected into controlled underground discharge for the rain leaders into the storm system for the site or as otherwise required meeting local storm water treatment requirements. Storm water will be discharged away from the building, sidewalks, and pavement. Roof and all related systems to be maintained by the Landlord for the duration of the lease. Landlord to provide Tenant copy of material and labor roof warranty for record.

9.0 - Parapet

Landlord to provide a parapet wall based on building designed/type and wall height should be from the highest roof line. HVAC Rooftop units should be concealed from public view if required by local code.

10.0 - Façade

Landlord to provide specifications for building façade for Tenant review and approval. All wall system to be signed off by a Landlord's Structural Engineer. Wall system "R" value must meet current Energy code. Wall system options include, but not limited to:

Minimum 3-inch drainable exterior insulating fenestration system (EIFS) on water-vapor barrier on ¾-inch thick glass matt sheathing, AND (where indicated by Lessee's Architect) fibrous cementitious cladding (mfr: Nichiha) on metal furring on continuous insulation/weather-barrier, system on 6" 16- or 18-ga metal stud framing

Or

Minimum 3-inch drainable exterior insulating fenestration system (EIFS), AND (where indicated by Lessee's Architect) fibrous cementitious cladding (mfr: Nichiha) on metal furring on continuous insulation/weather-barrier system, on water-vapor barrier on 8-inch or 12-inch thick concrete masonry wall construction with 3½-inch 20-ga metal stud furring.

Or if required by local municipality

Brick or split face block Veneer on engineered 6" 16 or 18ga metal studs, R- 19 or higher batt wall insulation, on Tyvek (commercial grade) over 5/8" exterior grade gypsum board or Dens-Glass Sheathing.

11.0 - Canopy

Canopy design per DaVita Shell Prototype. Approximate size to be based on building and site plan. Canopy to accommodate patient arrival with a level grade with barrier-free transition to the finish floor elevation. Controlled storm water drainage requirements of gutters with scuppers and/or downspouts drainage to landscape areas or connected to site storm sewer system as required or properly discharged away from the building, sidewalks, and pavement. Steel bollards at column locations where needed.

12.0 – Waterproofing and Weatherproofing

Landlord shall provide complete water tight building shell inclusive but not limited to, Flashing and/or sealant around windows, doors, parapet walls, Mechanical / Plumbing / Electrical penetrations. Landlord shall properly seal the building's exterior walls, footings, slabs as required in high moisture conditions such as (including but not limited to) finish floor sub-grade, raised planters, and high water table. Landlord shall be responsible for replacing any damaged items and repairing any deficiencies exposed during / after construction of tenant improvement.

13.0 - Windows

Landlord to provide code compliant energy efficient windows and storefront systems to be 1" tinted insulated low -E glass with thermally broken insulated aluminum mullions. Window size and locations to be determined by Tenant's architectural floor plan and shall be coordinate with Landlord's Architect.

14.0 - Thermal Insulation

All exterior walls to have a vapor barrier and insulation that meets or exceeds the local and national energy codes. The R-value to be determined by the size of the stud cavity, if installed on the interior of the wall and should extend from finish floor to bottom of floor or ceiling deck. Should the insulation be installed on the exterior side of the wall sheathing, insulation shall extend from finish floor to the top of the parapet. Roof deck to have a minimum R-30 insulation mechanically fastened to the underside of roof deck.

15.0 - Exterior Doors

All doors to have weather-stripping and commercial grade hardware (equal to Yale 8800 Series, Grade 1 mortise lockset or better). Doors shall meet all barrier-free requirements including but not limited to American Disability Act (ADA), and State Department of Health requirements. Landlord shall change the keys (reset tumblers) on all doors with locks after construction, but prior to commencement of the Lease, and shall provide Tenant with a minimum of three (3) sets of keys. Final location of doors to be determined by Tenant architectural floor plan and shall be coordinate with Tenant's Architect. At a minimum, the following doors, frames and hardware shall be provided by the Landlord:

- Patient Entry Doors: Provide Storefront with insulated glass doors and Aluminum framing to be 42" width including push paddle/panic bar hardware, push button programmable lock, power assist opener, continuous hinge and lock mechanism.
- Service Doors: Provide 48" wide door (Alternates for approval by Tenant's Project Manager to include: a) 60" or 72"-inch wide double doors (with 1 - 24" and 1 - 36" leaf or 2- 36" leafs), b) 60" Roll up door,) with 20 gauge insulated hollow metal , painted with rust inhibiting paint, Flush bolts, T astragal, heavy duty aluminum threshold, continuous hinge each leaf, door viewer (peep), panic bar hardware (if required by code), push button programmable lockset,
- Teammate Entry Doors: Provide a minimum 36-inch wide, 20-ga, insulated, hollow metal door and thermally-broken, welded, 20-ga hollow-metal frame (both finished with rust-inhibiting paint) with programmable keypad lockset, heavy-duty hinges, aluminum threshold, surface closer, and concealed-overhead stop.

- **Emergency Egress Doors:** Provide minimum 36" wide door with 20 gauge insulated hollow metal door both painted with rust-inhibiting paint, AND/OR (where indicated by Lessee's Architect) a minimum 42-inch wide aluminum/glass door and aluminum storefront frame, with exit-only panic bar locking hardware, hinges, surface-closer and concealed-overhead stop.

16.0 - Utilities

All utilities to be provided at designated utility entrance points into the building at locations approved by the Tenant. Landlord is responsible for all tap/connection and impact fees for all utilities. All Utilities to be coordinated with Tenant's Architect. Landlord shall have contained within the building a common main room to accommodate the utility services which include, but not limited, to electrical, fire alarm, security alarm and fire riser if in a multi-tenant building.

17.0 - Plumbing

Landlord to provide a segregated/dedicated potable water supply line that will be sized by Tenant's Engineer based on Tenant's water requirements (not tied-in to any other Tenant spaces, fire suppression systems, or irrigation systems unless mandated by Local Building and or Water Dept). Water supply shall be provided with a shut off valve, 2 (two) reduced pressure zone (RPZ) backflow preventers arranged in parallel (with floor drain or open site drain under RPZ's), and meter. Water supply to provide a continuous minimum pressure of 50 psi, maximum 80psi, with a minimum flow rate of 50 gallons per minute to Tenant space. The RPZ's and the Meter will be sized to the incoming line, or per water provider or municipality standards. Landlord to provide Tenant with the most recent site water flow and pressure test results (gallons per minute and psi) for approval. Landlord shall perform water flow and pressure test prior to lease execution. Landlord shall stub the dedicated water line into the Tenant lease space per location coordinated by Tenant.

Provide exterior (anti-freeze when required) hose bibs (minimum of 2) in locations approved by Tenant.

Building sanitary drain size will be determined by Tenant's Mech Engineer based on total combined drainage fixture units (DFU's) for entire building, but not less than 4 inch diameter. The drain shall be stubbed into the building per location coordinated by Tenant at an elevation no higher than 4 feet below finished floor elevation, to a maximum of 10 feet below finished floor elevation. (Coordinate actual depth and location with Tenant's Architect and Engineer.) Provide with a cleanout structure at building entry point. New sanitary building drain shall be properly pitched to accommodate Tenant's sanitary system design per Tenant's plumbing plans, and per applicable Plumbing Code(s). Lift station/sewage ejectors will not be permitted.

Sanitary sampling manhole to be installed by Landlord if required by local municipality.

Landlord to provide and pay for all tap fees related to new sanitary sewer and water services in accordance with local building and regulatory agencies.

18.0 - Fire Suppression System

A Sprinkler System will be installed if required by AHJ or if required by Tenant. Any single story standalone building or building that could expand to greater than 10,000SF will require a sprinkler system. Landlord shall design and install a complete turnkey sprinkler system that meets the requirements of NFPA #13 and all local building and life safety codes per NFPA 101-2000. This system will be on a dedicated water line independent of Tenant's potable water line requirements, or as required by local municipality or water provider. Landlord shall provide all

municipal (or code authority) approved shop drawings, service drops and sprinkler heads at heights per Tenant's reflective ceiling plan, flow control switches wired and tested, alarms including wiring and an electrically/telephonically controlled fire alarm control panel connected to a monitoring systems for emergency dispatch.

19.0 - Electrical

Provide underground service with a dedicated meter via a new CT cabinet per utility company standards. Service size to be determined by Tenant's engineer dependent on facility size and gas availability (400amp to 1,000amp service) 120/208 volt, 3 phase, 4 wire to a distribution panel board in the Tenant's utility room (location to be per Code and coordinated with Tenant and their Architect) for Tenant's exclusive use in powering equipment, appliances, lighting, heating, cooling and miscellaneous use. Landlord's service provisions shall include transformer coordination with utility company, transformer pad, grounding, and underground conduit wire sized for service inclusive of excavation, trenching and restoration, utility metering, distribution panel board with main and branch circuit breakers, and electrical service and building grounding per NEC. Tenant's engineer shall have the final approval on the electrical service size and location and the size and quantity of circuit breakers to be provided in the distribution panel board.

Landlord will provide up to 5 sub panels that can accommodate up to 42 circuits based on the Electrical Engineers design.

If lease space is in a multi-tenant building then Landlord to provide meter center with service disconnecting means, service grounding per NEC, dedicated combination CT cabinet with disconnect for Tenant and distribution panel board per above.

If Tenant so chooses to require an Emergency Transfer Switch hook-up for a temporary generator, Landlord will provide one at Landlord costs per Tenants Electrical design.

Landlord to provide main Fire Alarm Control panel that serves the Tenant space and will have the capacity to accommodate devices in Tenant space based on Fire Alarm system approved by local authority having jurisdiction. If lease space is in a multi-tenant building then Landlord to provide Fire Alarm panel to accommodate all tenants and locate panel in a common room with conduit stub into Tenant space. Landlord's Fire Alarm panel shall include supervision of fire suppression system(s) and connections to emergency dispatch or third party monitoring service in accordance with the local authority having jurisdiction.

Fire Alarm system equipment shall be equipped for double detection activation if required.

20.0 - Gas

Natural gas service, at a minimum, will be rated to have 6" water column pressure and supply 800,000-BTU's. Natural gas pipeline shall be run to HVAC units and HWH's per design drawings. Clinic shall be individually metered and sized per demand by Engineer. Additional electrical service capacity will be required if natural gas service is not available to the building.

21.0 - Mechanical /Heating Ventilation Air Conditioning *

Landlord to be responsible for all costs for the HVAC system based on the below criteria.

Tenant will be responsible for the design, procurement and installation of the HVAC system.

The criteria is as follows:

- Equipment to be Lennox RTU's
- Supply air shall be provided to the Premises sufficient for cooling and ventilation at the rate of 275 to 325 square feet per ton to meet Tenant's demands for a dialysis facility and the base building Shell loads.
- RTU Ductwork drops shall be concentric for air distribution until Tenant's General Contractor modifies distribution to align with Tenant's fit-out design criteria and layout and shall be extended 5' into the space for supply and return air. Extension of system beyond 5-feet shall be by Tenant's General Contractor.
- System to be a fully ducted return air design and will be by Tenant's General Contractor for the interior fit-out
- All ductwork to be externally lined except for the drops from the units.
- Provide 100% enthalpy economizer
- Units to include Power Exhaust
- Control system must be capable of performing all items outlined in the Sequence of Operations specification section
- RTU controller shall be compatible with a Building Management System using BACnet communication protocol.
- Provide high efficiency inverter rated non-overloading motors
- Provide 18" curbs, 36" in Northern areas with significant snow fall
- Units to have disconnect and service outlet at unit
- Units will include motorized dampers for OA, RA & EA
- System shall be capable of providing 55deg supply air temperature when it is in the cooling mode

Equipment will be new and come with a full warranty on all parts including compressors (minimum of 5yrs) including labor. Work to include, but not limited to, the purchase of the units, installation, roof framing, mechanical curbs, flashings, gas & electrical hook-up, coordination with Building Management System supplier, temporary construction thermostats, start-up and commissioning. Anticipate minimum up to five (5) zones with programmable thermostat and or DDC controls (Note: The 5 zones of conditioning may be provided by individual constant volume RTU's, or by a VAV or VVT system of zone control with a single RTU). Tenant's engineer shall have the final approval on the sizes, tonnages, zoning, location and number of HVAC units based on Tenant's design criteria and local and state codes.

Landlord to furnish steel framing members, roof curbs and flashing to support Tenant exhaust fans (minimum of 4) to be located by Tenant's architect.

22.0 - Telephone

Landlord shall provide a single 2" PVC underground conduit entrance into Tenant's utility room to serve as chase way for new telephone service. Entrance conduit location shall be coordinated with Tenant.

23.0 - Cable TV

Landlord shall provide a single 2" PVC underground conduit entrance into Tenant utility room to serve as chase way for new cable television service. Entrance conduit location shall be coordinated with Tenant.

Tenant shall have the right to place a satellite dish on the roof and run appropriate electrical cabling from the Premises to such satellite dish and/or install cable service to the Premises at no additional fee. Landlord shall reasonably cooperate and grant "right of access" with Tenant's satellite or cable provider to ensure there is no delay in acquiring such services.

24.0 - Handicap Accessibility

Full compliance with ADA and all local jurisdictions' handicap requirements. Landlord shall comply with all ADA regulations affecting the Building and entrance to Tenant space including, but not limited to, the elevator, exterior and interior doors, concrete curb cuts, ramps and walk approaches to / from the parking lot, detectable warnings, parking lot striping for four (4) dedicated handicap stalls for a unit up to 20 station clinic and six (6) HC stalls for units over 20 stations handicap stalls inclusive of pavement markings and stall signs with current local provisions for handicap parking stalls, delivery areas and walkways.

Finish floor elevation is to be determined per Tenant's architectural plan in conjunction with Landlord's civil engineering and grading plans. If required, Landlord to construct concrete ramp of minimum 5' width, provide safety rails if needed, provide a gradual transitions from overhead canopy and parking lot grade to finish floor elevation. Concrete surfaces to be troweled for slip resistant finish condition according to accessible standards.

25.0 - Exiting

Landlord shall provide at the main entrance and rear doors safety lights, exterior service lights, exit sign and emergency lights with battery backup signs per doorway, in accordance with applicable building codes, local fire codes and other applicable regulations, ordinances and codes. The exiting shall encompass all routes from access points terminating at public right of way.

26.0 - Site Development Scope of Requirements

Landlord to provide Tenant with a site boundary and topographic ALTA survey, civil engineering and grading plans prepared by a registered professional engineer. Civil engineering plan is to include necessary details to comply with municipal standards. Plans will be submitted to Tenant Architect for coordination purposes. Site development is to include the following:

- Utility extensions, service entrance locations, inspection manholes;
- Parking lot design, stall sizes per municipal standard in conformance to zoning requirement;
- Site grading with Storm water management control measures (detention / retention / restrictions);
- Refuse enclosure location & construction details for trash and recycling;
- Handicap stall location to be as close to front entrance as possible;
- Side walk placement for patron access, delivery via service entrance;
- Concrete curbing for greenbelt management;
- Site lighting;
- Conduits for Tenant signage;
- Site and parking to accommodate tractor trailer 18 wheel truck delivery access to service entrance;
- Ramps and curb depressions.
- Landscaping shrub and turf as required per municipality;
- Irrigation system if Landlord so desires and will be designed by landscape architect and approved by planning department;
- Construction details, specifications / standards of installation and legends;

- Final grade will be sloped away from building.

27.0 - Refuse Enclosure

Landlord to provide a minimum 6" thick reinforced concrete pad approx. 100 to 150SF based on Tenant's requirements' and an 8' x 12' apron way to accommodate dumpster and vehicle weight. Enclosure to be provided as required by local codes.

28.0 - Generator

Landlord to allow a generator to be installed onsite if required by code or Tenant chooses to provide one at Tenants costs.

29.0 - Site Lighting

Landlord to provide adequate lighting per code and to illuminate all parking, pathways, and building access points readied for connection into Tenant power panel. Location of pole fixtures per Landlord civil plan to maximize illumination coverage across site. Parking lot lighting to include timer (to be programmed per Tenant hours of operation) or a photocell. Parking lot lighting shall be connected to and powered by Landlord house panel (if in a Multi-tenant building) and equipped with a code compliant 90 minute battery back up at all access points.

30.0 - Exterior Building Lighting

Landlord to provide adequate lighting and power per code and to illuminate the building main, exit and service entrance, landings and related sidewalks. Lighting shall be connected to and powered by Landlord house panel and equipped with a code compliant 90 minute battery back up at all access points.

31.0 - Parking Lot

Provide adequate amount of handicap and standard parking stalls in accordance with dialysis use and overall building uses. Stalls to receive striping, lot to receive traffic directional arrows and concrete curbs or parking bumpers. Bumpers to be firmly spike anchored in place onto the asphalt per stall alignment.

Asphalt wearing and binder course to meet geographical location design requirements for parking area and for truck delivery driveway.

Asphalt to be graded gradual to meet handicap and civil site slope standards, graded into & out of new patient drop off canopy and provide positive drainage to in place storm catch basins leaving surface free of standing water, bird baths or ice buildup potential.

32.0 - Site Signage

Landlord to provide allowance of \$ 4,500 for an illuminated monument/pylon site sign with base and a \$ 7,000 allowance for a facade mounted sign which will include electrical to both Final sign layout to be provided and approved by Tenant and City.

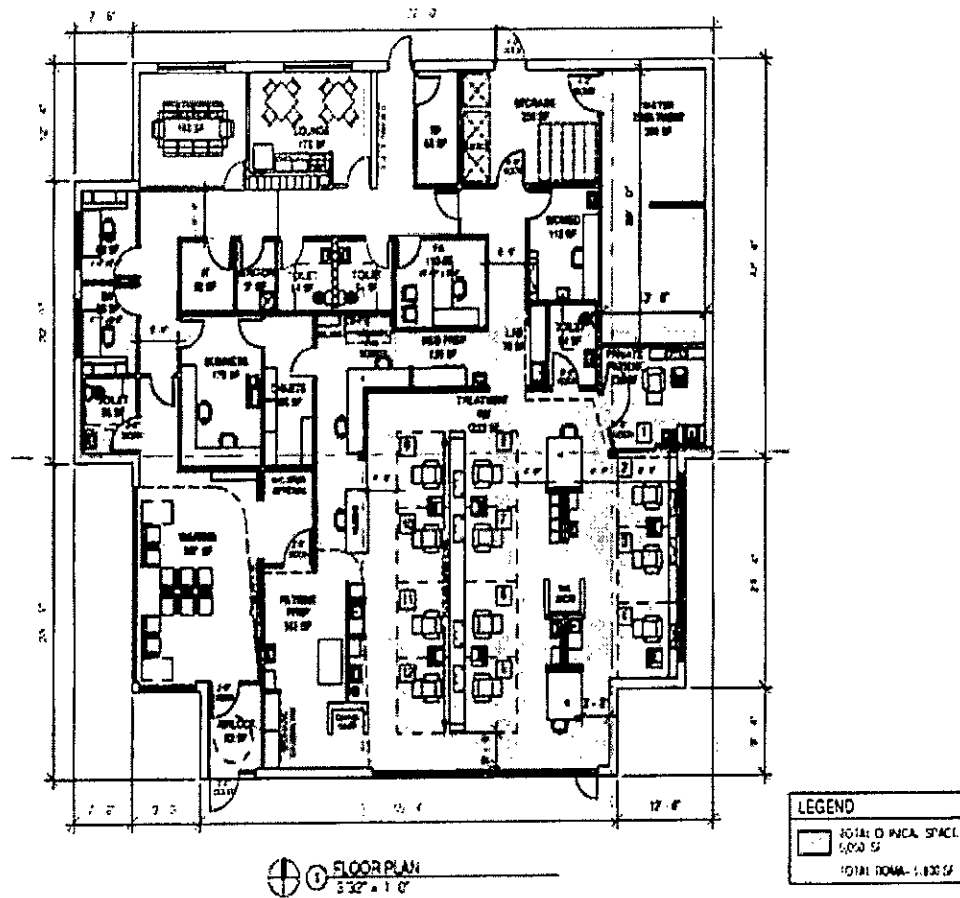


EXHIBIT C

FORM OF COMMENCEMENT DATE MEMORANDUM

COMMENCEMENT DATE MEMORANDUM

With respect to that certain lease ("Lease") dated _____, between GENESIS KC DEVELOPMENT, LLC, a Delaware limited liability company ("Landlord") and _____ ("Tenant"), whereby Landlord leased to Tenant and Tenant leased from Landlord space located at _____ (the "Premises"). Tenant and Landlord hereby acknowledge as follows:

- (1) Landlord delivered possession of the Premises to Tenant on _____ (the "Possession Date").
- (2) The Term of the Lease commenced on _____ (the "Commencement Date").
- (3) The Termination Date of the Lease is _____.
- (4) It is agreed that the first Lease Year shall end on _____ and that each subsequent Lease Year shall end on _____.
- (5) Tenant shall commence payment of Rent on _____.
- (6) The Premises contain _____ rentable square feet of space (the "Building Rentable Area").
- (7) The last dates upon which the respective renewal options may be exercised are _____, _____, _____, and _____.

All capitalized terms herein, not otherwise defined herein, shall have the meaning assigned in the Lease.

[Signature pages follow]

IN WITNESS WHEREOF, this Commencement Date Memorandum is executed the date(s) set forth below.

LANDLORD:

TENANT:

GENESIS KC DEVELOPMENT, LLC, a [DAVITA ENTITY],
Delaware limited liability company a _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT D

**FORM OF SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

[TO BE CONFORMED TO COUNTY RECORDING REQUIREMENTS]

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is entered into as of _____, 20__ (the "Effective Date"), between _____ (the "Mortgagee"), and _____ (the "Tenant").

WHEREAS, by Lease dated _____, 20__ (hereinafter called the "Lease"), _____, a _____ (hereinafter called "Landlord") has leased to Tenant and Tenant has rented from Landlord the approximately _____ rentable square feet of leased premises ("Tenant's Premises") located at _____ as more fully described in Exhibit A attached hereto and incorporated by reference (such real property, including all buildings, improvements, structures and fixtures located thereon, "Landlord's Premises").

WHEREAS, Mortgagee has made a loan to Landlord in the original principal amount of \$ _____ (the "Loan"); and

WHEREAS, To secure the Loan, Landlord has encumbered Landlord's Premises by entering into that certain [Mortgage and Security Agreement] dated _____, in favor of Mortgagee (as amended, increased, renewed, extended, spread, consolidated, severed, restated or otherwise changed from time to time, the "Mortgage") recorded on _____, under Clerk's File No. _____, in the Official Public Records of Real Property of the County of _____, State of _____.

WHEREAS, Tenant desires that Mortgagee recognize Tenant's rights under the Lease in the event of foreclosure of Mortgagee's lien, and Tenant is willing to agree to attorn to the purchaser at such foreclosure if Mortgagee will recognize Tenant's right of possession under the Lease.

NOW, THEREFORE, for and in consideration of their respective covenants herein made and the receipt of other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

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1. Definitions.

The following terms shall have the following meanings for purposes of this Agreement.

1.1 Foreclosure Event. A "*Foreclosure Event*" means: (a) foreclosure under the Mortgage; (b) any other exercise by Mortgagee of rights and remedies (whether under the Mortgage or under applicable Law, including bankruptcy Law) as holder of the Loan and/or the Mortgage, as a result of which Successor Landlord becomes owner of Landlord's Premises; or (c) delivery by Landlord to Mortgagee (or its designee or nominee) of a deed or other conveyance of Landlord's interest in Landlord's Premises in lieu of any of the foregoing.

1.2 Former Landlord. A "*Former Landlord*" means Landlord and any other party that was a landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

1.3 Offset Right. An "*Offset Right*" means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction or abatement against Tenant's payment of Rent or performance of Tenant's other obligations under the Lease, arising (whether under the Lease or other applicable law) from Landlord's breach or default under the Lease.

1.4 Rent. The "*Rent*" means any fixed rent, base rent or additional rent under the Lease.

1.5 Successor Landlord. A "*Successor Landlord*" means any party that becomes owner of Landlord's Premises as the result of a Foreclosure Event.

1.6 Termination Right. A "*Termination Right*" means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Landlord's breach or default under the Lease.

2. Subordination.

The Lease shall be, and shall at all times remain, subject and subordinate to the lien of the Mortgage, and all advances made under the Mortgage.

3. Non-disturbance, Recognition and Attornment.

3.1 No Exercise of Mortgage Remedies Against Tenant. So long as the Lease has not been terminated on account of Tenant's default (an "Event of Default"), Mortgagee shall not name or join Tenant as a defendant in any exercise of Mortgagee's rights and remedies arising upon a default under the Mortgage unless applicable law

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requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Mortgagee may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action. If Mortgagee joins Tenant in such action, Landlord, by executing the Consent hereinafter set forth, agrees to indemnify, defend and hold Tenant harmless from and against any loss, cost or expense incurred or suffered by Tenant, including without limitation, legal fees, in being a party to or arising from such action, which indemnity shall survive termination or expiration of this Agreement.

3.2 *Non-disturbance and Attornment.* If the Lease has not been terminated on account of an Event of Default by Tenant, then, when Successor Landlord takes title to Landlord's Premises: (a) Successor Landlord shall not terminate or disturb Tenant's possession or quiet enjoyment of Tenant's Premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (b) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); (c) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct landlord under the Lease as affected by this Agreement; and (d) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant.

3.3 *Further Documentation.* The provisions of Section 3 shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of Section 3 in writing upon request by either of them.

3.4 *Consent to Lease.* Mortgagee hereby consents to the Lease and all of the terms and conditions thereof.

4. Protection of Successor Landlord.

Notwithstanding anything to the contrary in the Lease or the Mortgage, Successor Landlord shall not be liable for or bound by any of the following matters:

4.1 *Claims Against Former Landlord.* Any Offset Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of attornment unless and to the extent that Mortgagee was furnished notice and opportunity to cure the same. (The foregoing shall not limit Tenant's right to exercise against Successor Landlord any Offset Right otherwise available to Tenant because of events occurring after the date of attornment, if any).

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4.2 *Prepayments.* Any payment of Rent that Tenant may have made to Former Landlord more than thirty (30) days before the date such Rent was first due and payable under the Lease with respect to any period after the date of attornment other than, and only to the extent that, the Lease expressly required such a prepayment.

4.3 *Payment; Security Deposit.* Any obligation: (a) to pay Tenant any sum(s) that any Former Landlord owed to Tenant or (b) with respect to any security deposited with Former Landlord, unless such security was actually delivered to Mortgagee.

4.4 *Lease.* Tenant hereby covenants and agrees that, so long as the Mortgage remains in force and effect:

- (a) No Modification, Termination or Cancellation. Tenant shall not consent to any material modification, termination or cancellation of the Lease without Mortgagee's prior written consent, which consent shall not be unreasonable withheld and shall be deemed given if Mortgagee fails to respond in writing within 15 days following receipt of written notice.
- (b) Notice of Default. Tenant shall notify Mortgagee in writing concurrently with any notice given to Landlord of any breach of or default by Landlord under the Lease. Tenant agrees that Mortgagee shall have the right (but not the obligation) to cure any breach or default specified in such notice within the time period set forth in the Lease for Landlord's performance.
- (c) Assignment of Rents. Upon receipt by Tenant of written notice from Mortgagee that Mortgagee has elected to terminate the license granted to Landlord to collect rents, as provided in the Mortgage, and directing Tenant to make payment thereof to Mortgagee, Tenant shall not be required to determine whether Landlord is in default under any obligations to Mortgagee before complying with such direction and shall not be liable to Landlord for failure to pay Landlord any sums that are paid instead to Mortgagee.

5. **Miscellaneous.**

5.1 *Notices.* All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered. Notices shall be effective the next business day after being sent by overnight courier service, and three (3) business days after being sent by certified mail (return receipt requested). Unless and until notice of a change of address is given under this Agreement, notices or other communications shall be given to Mortgagee and Tenant, respectively, at the following address:

Mortgagee: _____

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Danville, IL (#11289)
886983.1

Attachment - 2

Attn: _____

Landlord: _____

Tenant: _____
c/o DaVita HealthCare Partners Inc.
Attention: Real Estate Legal
2000 16th Street
Denver, CO 80202

Concurrent copy to: relegal@davita.com
Subject: Danville, IL (11289)

5.2 *Successors and Assigns.* This Agreement shall bind and benefit the parties their successors and assigns, any Successor Landlord, and its successors and assigns.

5.3 *Entire Agreement.* This Agreement constitutes the entire agreement between Mortgagee and Tenant regarding the subordination of the Lease to the Mortgage and the rights and obligations of Tenant and Mortgagee as to the subject matter of this Agreement.

5.4 *Interaction with Lease and with Mortgage.* If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties to this Agreement and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of non-disturbance agreements by the holder of the Mortgage. Mortgagee confirms that Mortgagee has consented to Landlord's entering into the Lease.

5.5 *Interpretation; Governing Law.* The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State where the Premises is located, including its principles of conflict of laws.

5.6 *Amendments.* This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by all parties to this Agreement.

5.7 *Execution.* This Agreement may be executed electronically and in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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Danville, IL (#11289)
886983.1

Attachment - 2

5.8 *Representations.* Each party represents that it has full authority to enter into this Agreement and that those signatories executing this Agreement on its behalf have full power and authority to executed this Agreement. Mortgagee agrees to keep a copy of this Agreement in its permanent mortgage records with respect to the Loan. This Agreement shall be null and void unless Tenant receives a fully executed original counterpart hereof on or before the sixtieth (60th) day following the date of Tenant's execution.

5.9 *Recordation.* Upon full execution, this Agreement may be recorded in the real property records of the county in which the Premises is located by either party hereto, provided that the recording party delivers to the other party a copy of the recorded document. The recording party shall be responsible for the costs of recording this Agreement.

[Signature page follows]

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Danville, IL (#11289)
886983.1

Attachment - 2

IN WITNESS WHEREOF, this Agreement has been duly executed by Mortgagee and Tenant as of the date(s) set forth below.

MORTGAGEE:

a _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF)
) SS
COUNTY OF)

I, _____, a Notary Public in and for the County and State
aforesaid, do hereby certify that _____ the
_____ of _____,
who is personally known to me to be the same person whose name is subscribed to the
foregoing instrument, appeared before me in person and acknowledged that he/she
signed, sealed and delivered the said instrument as his/her own free and voluntary act
and as the free and voluntary act of said _____, for the uses and
purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

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Danville, IL (#11289)
886983.1

Attachment - 2

TENANT:

[DAVITA ENTITY],

a _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State
aforesaid, do hereby certify that _____ the
_____ of _____,
who is personally known to me to be the same person whose name is subscribed to the
foregoing instrument, appeared before me in person and acknowledged that he/she
signed, sealed and delivered the said instrument as his/her own free and voluntary act
and as the free and voluntary act of said _____, for the uses and
purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

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Danville, IL (#11289)
886983.1

Attachment - 2

LANDLORD'S CONSENT

Landlord consents and agrees to the foregoing Agreement (including without limitation, the provisions of Section 3.1 & 4.4), which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive or diminish any of Landlord's obligations under the Mortgage or the Lease. The above Agreement discharges any obligations of Mortgagee under the Mortgage and related loan documents to enter into a non-disturbance agreement with Tenant and the obligations of Tenant to enter into a subordination agreement with Mortgagee.

LANDLORD:

_____ a _____

By: [Signature]

Name: Samuel

Title: 2.500.000.000

Date: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State of _____, do hereby certify that _____ the _____ of _____, a _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said _____, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

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Danville, IL (#11289)
886983.1

Attachment - 2

EXHIBIT A TO
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Landlord's Premises

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Danville, IL (#11289)
886983.1

Attachment - 2

EXHIBIT E

FORM OF ESTOPPEL CERTIFICATE

ESTOPPEL CERTIFICATE

THIS ESTOPPEL CERTIFICATE is made as of the ____ day of _____, 20__ by _____ in connection with that certain Lease Agreement dated _____ by and between _____, as Tenant and GENESIS KC DEVELOPMENT, LLC, a Delaware limited liability company, as Landlord (the "Lease") for the premises located at _____ (the "Premises").

Tenant hereby certifies to the best of Tenant's knowledge to (Landlord or Lender or Both) as follows:

1. The Lease is now in full force and effect and has not been amended, modified, or assigned except by the _____ dated _____. There are no other oral or written agreements or understandings between Landlord and Tenant relating to the Premises. As of the date hereof, the Lease is in full force and effect.

2. To Tenant's knowledge and belief, the information set forth below is true and correct as of the date hereof:

- (a) Approximate square footage of the Premises: _____ rentable square feet
- (b) Monthly installment of Rent as of the date hereof: \$ _____
- (c) Commencement Date: _____
- (d) Termination date: _____
- (e) Security deposit: _____
- (f) Prepaid rent in the amount of: _____
- (g) Renewal Options: _____

3. To the best of Tenant's actual knowledge and belief, without inquiry or investigation, there exists no default, or breach on the part of either Tenant or Landlord under the Lease. (except _____)

4. There are no credits, defenses, or offsets to the enforcement of the Lease, except, _____, as set forth in the Lease.

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5. No rent has been or will be paid more than 30 days in advance.

6. All legal notices to Tenant shall be sent to:

Tenant: _____
c/o DaVita HealthCare Partners Inc.
Attention: Real Estate Legal
2000 16th Street
Denver, CO 80202

Concurrently to: relegal@davita.com
Subject: Danville, IL (11289)

IN WITNESS WHEREOF, _____ has executed
this Estoppel Certificate as of the date first above written.

TENANT:

By: _____
Name: _____
Title: _____

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Danville, IL (#11289)
886983.1

Attachment - 2

EXHIBIT F

FORM OF MEMORANDUM OF LEASE

[TO BE CONFORMED TO COUNTY RECORDING REQUIREMENTS]

Prepared by and Return to:

Parcel ID: _____

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is made and entered into this ____ day of _____, 20__, by and between GENESIS KC DEVELOPMENT, LLC, a Delaware limited liability company ("Landlord") and TOTAL RENAL CARE, INC., a California corporation ("Tenant"). Tenant and Landlord agree to and acknowledge the following matters:

1. Landlord and Tenant entered into that certain Lease Agreement dated as of _____, 20__ (the "Lease"), wherein Landlord has leased to Tenant, and Tenant has leased from Landlord, subject to the terms, covenants and conditions contained therein, space consisting of approximately 5,800 rentable square feet (the "Premises"), located at _____ in _____, _____, as legally described on Exhibit A, attached and incorporated herein by reference (the "Property").

2. The term of the Lease is for an initial period of 180 months commencing upon the earlier of the Possession Date or the Commencement Date, as defined in the Lease, (the "Lease Term"), subject to a right to extend and renew the Lease for two successive additional periods of five years each.

3. Pursuant to the Lease, Tenant has a right of first offer to purchase the Property.

4. The Lease contains certain restrictions on Landlord's ability to sell, rent or permit any property owned, leased or controlled by Landlord or any affiliate of Landlord to a business that provides renal dialysis, renal dialysis home training, any aphaeresis service(s) or similar blood separation or cell collection procedures within a five mile radius of the Property.

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Danville, IL (#11289)
886983.1

Attachment - 2

5. The address of Landlord is c/o DaVita HealthCare Partners Inc., Attention: Real Estate Legal, 2000 16th Street, Denver, CO 80202, concurrently to: relegal@davita.com, Subject: Danville, IL (11289).

6. The address of Tenant is c/o DaVita HealthCare Partners Inc., Attention: Real Estate Legal, 2000 16th Street, Denver, CO 80202, concurrently to: relegal@davita.com, Subject: Danville, IL (11289).

7. The purpose of this Memorandum is to give record notice to all persons that Tenant has a leasehold interest in the Premises with related use exclusivity rights, [and right of first refusal/options rights] pursuant to the Lease, in addition to other rights and obligations created therein, all of which are confirmed.

8. Any capitalized terms utilized herein that are not otherwise defined shall be deemed to have the same meaning as set forth in the Lease.

9. In the event of a conflict between the terms of the Lease and the terms of this Memorandum, the terms of the Lease shall control.

10. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature pages follow]

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Danville, IL (#11289)
886983.1

Attachment - 2

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

LANDLORD:

GENESIS KC DEVELOPMENT, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State of _____, do hereby certify that _____ the _____ of Genesis KC Development, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

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Danville, IL (#11289)
886983.1

Attachment - 2

TENANT:

[DAVITA ENTITY],

a _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
COUNTY OF _____) SS

I, _____, a Notary Public in and for the County and State of _____, do hereby certify that _____ the _____ of _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said _____, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

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Danville, IL (#11289)
886983.1

Attachment - 2

EXHIBIT A
TO
MEMORANDUM OF LEASE

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Danville, IL (#11289)
886983.1

Attachment - 2

EXHIBIT G
FORM OF GUARANTY
GUARANTY

WHEREAS, _____, a _____, as assignee of Genesis KC Development, LLC, a Delaware limited liability company ("Landlord") and _____ ("Tenant"), are parties to that certain lease agreement dated _____, covering certain premises located at _____ (the "Premises") in _____ (the "Lease"); and

WHEREAS, the Landlord requires that the undersigned unconditionally becomes a guarantor to Landlord for the obligations of Tenant under the Lease; and

WHEREAS, the undersigned is the ultimate parent corporation.

NOW THEREFORE, in consideration of good and valuable consideration and intending to be legally bound hereby, the undersigned hereby unconditionally becomes a guarantor to Landlord, its successors and assigns as follows:

1. The undersigned guaranties the full, faithful and punctual performance of each and all of the covenants, agreements and conditions of the Lease, to be kept and performed by Tenant (subject to all applicable notice and/or cure periods set forth in the Lease), in accordance with and within the time prescribed by the Lease (hereinafter collectively referred to as the "Liabilities"). Notwithstanding anything herein to the contrary, this Guaranty, and all the obligations of the undersigned hereunder, shall terminate upon the expiration of the initial "Term" (as defined in the Lease) of the Lease.

2. Landlord shall have the right from time to time, and at any time in its sole discretion, without notice to or consent from the undersigned, or without affecting, impairing or discharging in whole or in part, the Liabilities or the obligations of the undersigned hereunder, to modify, change, extend, alter, amend, or supplement in any respect whatever, the Lease, or any agreement or transaction between Landlord and Tenant or between Landlord and any other party liable for the Liabilities, or any portion or provision thereof; to grant extension of time and other indulgences of any kind to Tenant; to compromise, release, substitute, exercise, enforce or fail to refuse to exercise or enforce any claims, rights, or remedies of any kind which Landlord may have at any time against Tenant or any other party liable for the Liabilities, or any thereof, or with respect to any security of any kind held by Landlord at any time under any agreement or otherwise.

3. The undersigned waives: (a) all notice, including but not limited to (i) notice of acceptance of this Guaranty; (ii) notice of presentment, demand for payment, or protest of any of the Liabilities, or the obligation of any person, firm, or corporation

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held by Landlord as collateral security; (b) trial by jury and the right thereto in any proceeding of any kind, whether arising on or out of, under or by reason of this Guaranty, or any other agreement or transaction between the undersigned, Landlord and/or Tenant; and (c) all notices of the financial condition or of any adverse or other change in the financial condition of Tenant.

4. Landlord may, without notice, assign this Guaranty in whole or in part to Landlord's successor in interest under the Lease, and no assignment of this Guaranty shall operate to extinguish or diminish the liability of the undersigned hereunder. The assignment of the Lease by Tenant to an entity not affiliated with the undersigned, to the extent such assignment is made in accordance with the terms of the Lease, shall automatically terminate this Guaranty, and thereafter, the undersigned shall have no further liability hereunder; provided, however, if Tenant assigns the Lease to any person, corporation, partnership or other entity which acquires all or substantially all of the business or assets of Tenant or stock in Tenant without Landlord's consent in accordance with the terms of the Lease, then the Guaranty shall automatically terminate only if (i) such assignee has a net worth of at least \$25,000,000 and such assignee or Tenant provides Landlord with a letter of credit for 100% of the then remaining rent due under the Lease, or such assignee has a net worth of at least \$1,000,000,000, (ii) such assignee provide a guaranty to Landlord from a creditworthy source satisfactory to Landlord in its reasonable discretion, (iii) such assignee provides Landlord, as security for the assignee's obligations under the Lease, a letter of credit in an amount the parties agree is commercially reasonable in light of the assignee's creditworthiness and the amount of base rent payable from the effective date of the assignment through the expiration of the initial Term of the Lease, or (iv) the parties agree upon another mutually satisfactory replacement for this Guaranty.

5. The liability of the undersigned under the Guaranty shall be primary under any right of action which shall accrue to Landlord under the Lease and Landlord may, at its option, proceed against the undersigned without having to commence any action, or have obtained any judgment against Tenant.

6. All of the Liabilities and the obligations of the undersigned hereunder shall be immediately due and payable by the undersigned, anything contained herein to the contrary notwithstanding, immediately upon the occurrence of a default under the Lease which continues beyond the expiration of the applicable notice and/or grace period, if any, under the Lease.

7. The obligations of the undersigned hereunder shall not be affected, impaired or discharged, in whole or in part, by reason of: (a) the entry of an order for relief pursuant to the United States Bankruptcy Code by or against Tenant or the undersigned; or (b) the proposal of or the consummation of a plan of reorganization concerning Tenant or the undersigned.

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Danville, IL (#11289)
886983.1

Attachment - 2

8. The waiver of any right by Landlord or its failure to exercise promptly any right shall not be construed as the waiver of any other right including the right to exercise the same at any time thereafter. No waiver or modification of any of the terms or conditions of this Guaranty shall be binding against Landlord unless such waiver or modification is in a writing signed by Landlord.

9. The provisions of the Guaranty shall bind all of the respective successors and assigns of the undersigned and shall inure to the benefit of Landlord, its successors and assigns.

10. All rights and remedies of Landlord are cumulative and not alternative. This Guaranty is, and shall be deemed to be, a contract entered into under and pursuant to the laws of the State of _____ and shall be in all respects governed, construed, applied and enforced in accordance with the laws of said State.

11. The undersigned represents that at the time of the execution and delivery of this Guaranty nothing exists to impair the effectiveness of the obligations of the undersigned to Landlord hereunder, or the immediate taking effect of this Guaranty between the undersigned and Landlord with respect to the undersigned becoming a surety for the Liabilities.

IN WITNESS WHEREOF, the undersigned has caused this Guaranty to be executed on _____.

DAVITA HEALTHCARE PARTNERS INC.

By: _____
Name: _____
Title: _____

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Danville, IL (#11289)
886983.1

Attachment - 2

EXHIBIT H

**FORM OF LEASE AMENDMENT
(FINAL RENT)**

AMENDMENT TO LEASE

THIS _____ **AMENDMENT TO LEASE** (the "
Amendment") is made as of _____, by and between
GENESIS KC DEVELOPMENT, LLC, a Delaware limited liability company ("Landlord")
and **[INSERT DAVITA ENTITY]** ("Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant entered into a Lease ("Lease") dated
_____ for the leasing of certain premises located at
_____ and further described in Exhibit A of that Lease
("Premises"); and

WHEREAS, the Landlord and Tenant desire to amend said Lease to update the
base rent amounts payable thereunder in accordance with Section 3 of the Lease;

NOW THEREFORE, in consideration of the mutual covenants and agreements
herein contained, the benefits to each party resulting herefrom and for other valuable
consideration, the receipt and sufficiency of which are irrevocably and unconditionally
hereby acknowledged, the parties hereto, intending to be fully legally bound, agree as
follows:

1. The first two sentences of Section 3 of the Lease are hereby deleted in
their entirety and replaced with the following:

Beginning on the Commencement Date, Tenant shall pay as initial annual
base rent ("Rent") \$_____, based on a \$_____ per rentable
square foot amount for each square foot of Building Rentable Area, as
finally determined under this Section 3. Tenant shall pay such Rent in
monthly installments in the amount of \$_____, in advance, on the first
day of each calendar month during the Term, such monthly installment
and any Additional Rent or other charges to be prorated for any partial
calendar month in which the Commencement Date or Termination Date
occurs.

2. Schedule 2 of the Lease is hereby deleted in its entirety and replaced with
the Schedule 2 (Amended) attached hereto.

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Danville, IL (#11289)
886983.1

Attachment - 2

3. All obligations of the parties to be performed or complied with through and including the date of this _____ Amendment have been fully performed or complied with, and there exists no default or condition, state of facts, or event that, with the passing of time or the giving of notice, or both, would constitute a default by either party in the performance of its obligations under the Lease.

4. The address of the Premises shall be _____.

5. This _____ Amendment shall be effective as of the _____ day of _____, 20__ (the "_____ Amendment Effective Date").

6. All of the terms, covenants and conditions of the Lease not modified herein, remain in full force and effect, and shall become a part of this extension.

7. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this _____ Amendment to Lease as of the day and year first written above.

LANDLORD:

GENESIS KC DEVELOPMENT, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

TENANT:
[Insert DaVita Entity]

By: _____
Name: _____
Title: _____

**FOR TENANT'S INTERNAL PURPOSES
ONLY:**

APPROVED AS TO FORM ONLY:

By: _____
Name: _____

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Danville, IL (#11289)
886983.1

Attachment - 2

Title: _____

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Danville, IL (#11289)
886983.1

Attachment - 2

SCHEDULE 2 (AMENDED)

RENT CALCULATION

H-4

Danville, IL (#11289)
886983.1

Attachment - 2

EXHIBIT I

COVENANTS, CONDITIONS AND RESTRICTIONS

Easement with Covenants and Restrictions Affecting Land dated April 24, 1996 and recorded April 25, 1996 as document 96-0004027 made between Wal-Mart Stores, Inc., a Delaware corporation and Danville Crossings L.P., and the terms and provisions contained therein.

First Amendment to Easement with Covenants and Restrictions Affecting Land dated April 23, 1998 and recorded May 22, 1998 as document 98-0005790.

Second Amendment to Easement with Covenants and Restrictions Affecting Land dated February 16, 1999 and recorded March 19, 1999 as document 99-0003121.

Third Amendment to Easement with Covenants and Restrictions Affecting Land dated October 4, 2000 and recorded December 8, 2000 as document 00-0015017.

Fourth Amendment to Easements with Covenants and Restrictions Affecting Land dated November 14, 2001 and recorded Mach 6, 2002 as document 02-0003197.

Declaration of Restrictions dated October 14, 2002 and recorded October 16, 2002 as document 02-0013998, made by Danville Crossing, L.P., an Illinois limited partnership, and the terms and provisions contained therein.

Utility easement as shown on the Final Plat of Danville Crossings 2 recorded November 7, 1997 as document 97-0012098. (Affects the land as depicted on plat)

Building setback lines as shown on the Final Plat of Danville Crossings 2 recorded November 7, 1997 as document 97-0012098. (Affects the land as depicted on plat)

SCHEDULE 2
RENT CALCULATION

PROJECT COSTS: \$1,508,778.00

PE ESTABLISHED RENT MULTIPLIER CONSTANT: 9.5%

RENT:

INITIAL YEAR BASE RENT: \$143,334.00

BASE RENT PER SQFT: \$24.71

SCHEDULE 2-1

Danville, IL (#11289)
886983.1

Attachment - 2

Certificate Of Completion

Envelope Number: 3CF8BB50530F4A70BC9631F7FBF81946
 Subject: Please DocuSign this document: Danville, IL (11289) Lease Agreement.pdf
 Source Envelope:
 Document Pages: 75
 Certificate Pages: 5
 AutoNav: Enabled
 Envelope Stamping: Enabled

Status: Completed

Envelope Originator:
 Amy DeColibus
 2000 16th Street
 Denver, CO 80202
 amy.decolibus@davita.com
 IP Address: 208.31.38.197

Record Tracking

Status: Original
 8/31/2015 7:36:19 AM PT

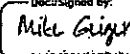
Holder: Amy DeColibus
 amy.decolibus@davita.com

Location: DocuSign

Signer Events

Mike Geiger
 mike.geiger@davita.com
 Assistant General Counsel
 DaVita
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Not Offered
 ID:

Signature

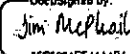
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Using IP Address: 208.31.38.197
 Signed using mobile

Timestamp

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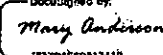
Jim McPhail
 jim.mcphail@davita.com
 VP-real estate & center development
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Accepted: 8/31/2015 9:02:55 AM PT
 ID: 7d21e36b-5ff7-4e39-bb8a-ed74c5b43d90

DocuSigned by:

 37C5091EF41AAB4

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 Signed using mobile

Sent: 8/31/2015 8:00:00 AM PT
 Viewed: 8/31/2015 9:02:55 AM PT
 Signed: 8/31/2015 9:03:05 AM PT

Mary Anderson
 mary.j.anderson@davita.com
 Divisional Vice President
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Accepted: 8/31/2015 9:04:36 AM PT
 ID: df15452d-c76f-40ae-89ed-c48b49f26eb6

DocuSigned by:

 7837D5F0091243E1

Using IP Address: 70.194.169.217

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 Signed: 8/31/2015 9:05:40 AM PT

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events

Amy M. DeColibus
amy.decolibus@davita.com
Assistant General Counsel
DaVita
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 9/30/2014 6:22:05 AM PT
ID: 009b98b6-7b25-48da-85ba-1eedc3dc61a2

Status**COPIED****Timestamp**

Sent: 8/31/2015 9:05:42 AM PT
Resent: 8/31/2015 9:05:44 AM PT
Viewed: 8/31/2015 9:14:09 AM PT

Leslie Fry
leslie.fry@davita.com
DaVita
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered
ID:

COPIED

Sent: 8/31/2015 9:05:42 AM PT
Viewed: 8/31/2015 9:10:20 AM PT

Notary Events**Envelope Summary Events**

Envelope Sent
Certified Delivered
Signing Complete
Completed

Status

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

Timestamp**Timestamps**

8/31/2015 9:05:42 AM PT
8/31/2015 9:05:42 AM PT
8/31/2015 9:05:42 AM PT
8/31/2015 9:05:42 AM PT

Electronic Record and Signature Disclosure

Attachment - 2

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DaVita (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DaVita:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: emily.briggs@davita.com

To advise DaVita of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at jennifer.vanhyning@davita.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from DaVita

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to emily.briggs@davita.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DaVita

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to emily.briggs@davita.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify DaVita as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by DaVita during the course of my relationship with you.

Section I, Identification, General Information, and Certification
Operating Entity/Licensee

The Illinois Certificate of Good Standing for Total Renal Care Inc. is attached at Attachment – 3.



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

TOTAL RENAL CARE, INC., INCORPORATED IN CALIFORNIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MARCH 10, 1995, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 24TH
day of JULY A.D. 2017 .***

Jesse White

SECRETARY OF STATE

Authentication #: 1720501710 verifiable until 07/24/2018

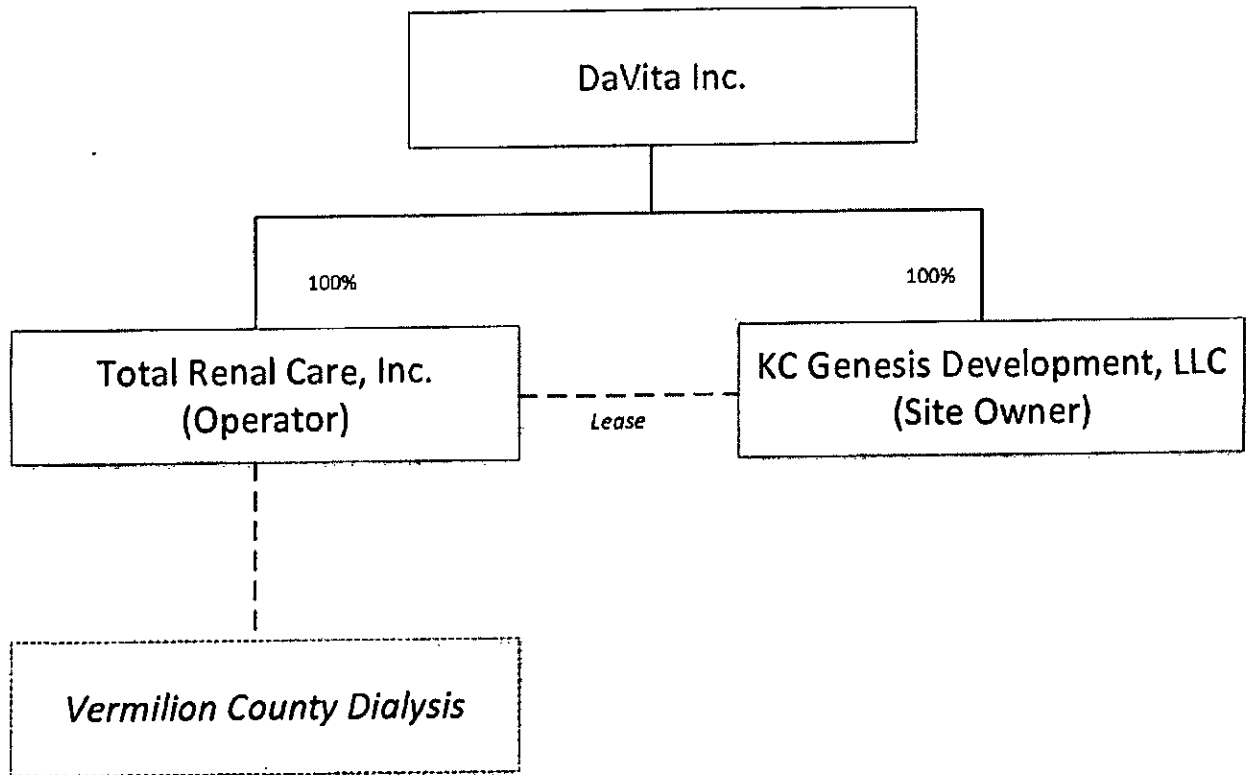
Authenticate at: <http://www.cyberdriveillinois.com>

Attachment - 3

Section I, Identification, General Information, and Certification
Organizational Relationships

The organizational chart for DaVita Inc., Total Renal Care Inc., Genesis KC Development LLC, and Vermilion County Dialysis is attached at Attachment – 4.

Vermilion County Dialysis Organizational Structure



Section I, Identification, General Information, and Certification
Flood Plain Requirements

The proposed project involves no construction or modernization. Accordingly, this criterion is not applicable.

Section I, Identification, General Information, and Certification
Historic Resources Preservation Act Requirements

The proposed project involves no construction or major modernization. Accordingly, this criterion is not applicable.

Section I, Identification, General Information, and Certification
Project Costs and Sources of Funds

Table 1120.110			
Project Cost	Clinical	Non-Clinical	Total
Modernization Contracts	\$2,660		\$2,660
Contingencies	\$250		\$250
Architectural/Engineering Fees	\$0		\$0
Consulting and Other Fees	\$5,000		\$5,000
Moveable and Other Equipment			
Communications	\$14,000		\$14,000
Water Treatment	\$2,800		\$2,800
Bio-Medical Equipment	\$0		\$0
Clinical Equipment	\$100,800		\$100,800
Clinical Furniture/Fixtures	\$4,955		\$4,955
Lounge	\$0		\$0
Storage	\$0		\$0
Business Office	\$0		\$0
General	\$0		\$0
Signage	\$0		\$0
Total Moveable and Other Equipment	\$122,555		\$122,555
Fair Market Value of Leased Space	\$1,093,146		\$1,093,146
Total Project Costs	\$1,223,611		\$1,223,611

Section I, Identification, General Information, and Certification
Project Status and Completion Schedules

The Applicants anticipate project completion within **24** months of project approval.

Section I, Identification, General Information, and Certification
Current Projects

DaVita Current Projects			
Project Number	Name	Project Type	Completion Date
15-025	South Holland Dialysis	Relocation	04/30/2018
15-049	Huntley Dialysis	Establishment	08/31/2018
15-054	Washington Heights Dialysis	Establishment	03/31/2018
16-015	Forest City Rockford	Establishment	06/30/2018
16-023	Irving Park Dialysis	Establishment	08/31/2018
16-033	Brighton Park Dialysis	Establishment	10/31/2018
16-036	Springfield Central Dialysis	Relocation	03/31/2019
16-037	Foxpoint Dialysis	Establishment	07/31/2018
16-040	Jerseyville Dialysis	Expansion	07/31/2018
16-041	Taylorville Dialysis	Expansion	07/31/2018
16-051	Whiteside Dialysis	Relocation	03/31/2019
17-032	Illini Renal Dialysis	Relocation & Expansion	05/31/2019
17-040	Edgemont Dialysis	Establishment	05/31/2019
17-053	Ford City Dialysis	Establishment	08/31/2019

Section I, Identification, General Information, and Certification
Cost Space Requirements

Cost Space Table							
Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
CLINICAL							
ESRD	\$1,223,611		5,050	5,050			
Total Clinical	\$1,223,611		5,050	5,050			
NON REVIEWABLE							
NON-CLINICAL	\$0		750	750			
Total Non-Reviewable	\$0		750	750			
TOTAL	\$1,223,611		5,800	5,800			

Section III, Project Purpose, Background and Alternatives – Information Requirements
Criterion 1110.230(a), Project Purpose, Background and Alternatives

The Applicants are fit, willing and able, and have the qualifications, background and character to adequately provide a proper standard of health care services for the community. This project is for a 4 station expansion of the Vermilion County Dialysis, an 8 station in-center hemodialysis facility located at 26 East West Newell Road, Danville, Illinois 61834.

DaVita Inc. is a leading provider of dialysis services in the United States and is committed to innovation, improving clinical outcomes, compassionate care, education and empowering patients, and community outreach. A copy of DaVita's 2016 Community Care report details DaVita's commitment to quality, patient centric focus and community outreach and is attached as Attachment – 11A. Some key initiatives of DaVita which are covered in that report are also outlined below.

Kidney Disease Statistics

30 million or 15% of U.S. adults are estimated to have CKD.¹ Current data reveals troubling trends, which help explain the growing need for dialysis services:

- Between 1999-2002 and 2011-2014, the overall prevalence estimate for CKD rose from 13.9 to 14.8 percent. The largest relative increase, from 38.2 to 42.6 percent, was seen in those with cardiovascular disease.²
- Many studies now show that diabetes, hypertension, cardiovascular disease, higher body mass index, and advancing age are associated with the increasing prevalence of CKD.³
- Over six times the number of new patients began treatment for ESRD in 2014 (120,688) versus 1980 (approximately 20,000).⁴
- Over eleven times more patients are now being treated for ESRD than in 1980 (678,383 versus approximately 60,000).⁵
- Increasing prevalence in the diagnosis of diabetes and hypertension, the two major causes of CKD; 44% of new ESRD cases have a primary diagnosis of diabetes; 28% have a primary diagnosis of hypertension.⁶
- Lack of access to nephrology care for patients with CKD prior to reaching end stage kidney disease which requires renal replacement therapy continues to be a public health concern. Timely CKD care is imperative for patient morbidity and mortality. Beginning in 2005, CMS began to collect CKD data on patients beginning dialysis. Based on that data, it appears that little

¹ Centers for Disease Control & Prevention, National Center for Chronic Disease Prevention and Health Promotion, National Chronic Kidney Disease Fact Sheet, 2017 (2017) *available at* https://www.cdc.gov/diabetes/pubs/pdf/kidney_factsheet.pdf (last visited Dec. 28, 2017).

² US Renal Data System, USRDS 2016 Annual Data Report: Epidemiology of Kidney Disease in the United States, National Institutes of Health, National Institute of Diabetes and Digestive and Kidney Diseases, Bethesda, MD, 39 (2016).

³ Id.

⁴ Id. at 215.

⁵ Id. at 216.

⁶ Id. at 288.

progress has been made to improve access to pre-ESRD kidney care. For example, in 2014, 24% of newly diagnosed ESRD patients had not been treated by a nephrologist prior to beginning dialysis therapy. And among these patients who had not previously been followed by a nephrologist, 63% of those on hemodialysis began therapy with a catheter rather than a fistula. Comparatively, only 34% of those patients who had received a year or more of nephrology care prior to reaching ESRD initiated dialysis with a catheter instead of a fistula.⁷

DaVita's Quality Recognition and Initiatives

Awards and Recognition

Quality Incentive Program. According to the 2018 the Centers for Medicare and Medicaid Services ("CMS") Quality Incentive Program Results, DaVita is one of the top providers of dialysis care and continues to improve quality outcomes. See Attachment – 11C. The ESRD QIP reduces payments to dialysis facilities that do not meet or exceed CMS-endorsed performance standards.

- **Coordination of Care.** On June 29, 2017, CAPG, the leading association in the country representing physician organizations practicing capitated, coordinated care, awarded both of DaVita's medical groups - HealthCare Partners in California and The Everett Clinic in Washington - its Standards of Excellence™ Elite Awards. The CAPG's Standards of Excellence™ survey is the industry standard for assessing the delivery of accountable and value based care. Elite awards are achieved by excelling in six domains including Care Management Practices, Information Technology, Accountability and Transparency, Patient-Centered Care, Group Support of Advanced Primary Care and Administrative and Financial Capability.
- **Joint Commission Accreditation.** In August 2016, DaVita Hospital Services, the first inpatient kidney care service to receive Ambulatory Health Care Accreditation from the Joint Commission, was re-accredited for three years. Joint Commission accreditation and certification is recognized nationwide as a symbol of quality that reflects an organization's commitment to meeting certain performance standards. For the past three years, DaVita identified key areas for improvement, created training presentations and documents, provided WebEx training sessions and coordinated 156 hospital site visits for The Joint Commission Surveyors and DaVita teammates. Accreditation allows DaVita to monitor and evaluate the safety of kidney care and apheresis therapies against ambulatory industry standards. The accreditation allows for increased focus on enhancing the quality and safety of patient care; improved clinical outcomes and performance metrics, risk management and survey preparedness. Having set standards in place can further allow DaVita to measure performance and become better aligned with its hospital partners.
- **Military Friendly Employer Recognition.** DaVita has been repeatedly recognized for its commitment to its employees, particularly its more than 1,700 teammates who are reservists, members of the National Guard, military veterans, and military spouses. Victory Media, publisher of *GI Jobs®* and *Military Spouse Magazine*, recently recognized DaVita as a 2017 Top Military Friendly Employer for the eighth consecutive year. Companies competed for the elite Military Friendly® Employer title by completing a data-driven survey. Criteria included a benchmark score across key programs and policies, such as the strength of company military recruiting efforts, percentage of new hires with prior military service, retention programs for veterans, and company policies on National Guard and Reserve service.
- **Workplace Awards.** In April 2017, DaVita was certified by WorldBlu as a "Freedom-Centered Workplace." For the tenth consecutive year, DaVita appeared on WorldBlu's list, formerly known as "most democratic" workplaces. WorldBlu surveys organizations' teammates to determine the level of democracy practiced. For the sixth consecutive year, DaVita was recognized as a Top Workplace by The Denver Post. In 2018, DaVita was recognized among *Training* magazine's

⁷ Id at 292-294.

Top 125 for its whole-person learning approach to training and development programs for the fourteenth year in a row. See Attachment – 11B. Finally, DaVita has been recognized as one of Fortune® Magazine's Most Admired Companies in 2017 – for the tenth consecutive year and eleventh year overall.

Quality Initiatives

DaVita has undertaken many initiatives to improve the lives of patients suffering from chronic kidney disease ("CKD") and ESRD. With the ongoing shift from volume to value in healthcare, providers—more than ever—are focusing their attention on generating optimal clinical outcomes in order to enhance patient quality of life. The extensive tools and initiatives that were built into the DaVita Patient-Focused Quality Pyramid help affiliated physicians succeed in this important undertaking. The pyramid serves as a framework for nephrologists to address the complex factors that impact patients, such as mortality, hospitalizations and the patient experience. Complex programs serve as an important tier in the DaVita Patient-Focused Quality Pyramid. They include:

- Clinical initiatives such as preventing missed treatments and managing vascular access, fluid, infection, medications and diabetes.
- Pneumococcal pneumonia and influenza initiatives: Increase pneumonia and influenza vaccination rates.
- Catheter removal: Help patients transition from central venous catheters (CVCs) to arteriovenous (AV) fistulas to reduce risk of hospitalization from infections and blood clots.
- Dialysis transition management: Support patients through any transition of care to improve outcomes and reduce mortality.

DaVita's patient centered quality programs also include the Kidney Smart, IMPACT, CathAway, and transplant assistance programs. These programs and others are described below.

- To improve access to kidney care services, DaVita and Northwell Health in New York have joint ventured to serve thousands of patients in Queens and Long Island with integrated kidney care. The joint venture will provide kidney care services in a multi-phased approach, including:
 - Physician education and support
 - Chronic kidney disease education
 - Network of outpatient centers
 - Hospital services
 - Vascular access
 - Integrated care
 - Clinical research
 - Transplant services

The joint venture will encourage patients to better utilize in-home treatment options.

- DaVita's Kidney Smart program helps to improve intervention and education for pre-ESRD patients. Adverse outcomes of CKD can often be prevented or delayed through early detection and treatment. Several studies have shown that early detection, intervention and care of CKD may improve patient outcomes and reduce ESRD as follows:
- Reduced GFR is an independent risk factor for morbidity and mortality. A reduction in the rate of decline in kidney function upon nephrologists' referrals has been associated with prolonged survival of CKD patients,
- Late referral to a nephrologist has been correlated with lower survival during the first 90 days of dialysis, and
- Timely referral of CKD patients to a multidisciplinary clinical team may improve outcomes and reduce cost.

A care plan for patients with CKD includes strategies to slow the loss of kidney function, manage comorbidities, and prevent or treat cardiovascular disease and other complications of CKD, as well as ease the transition to kidney replacement therapy. Through the Kidney Smart program, DaVita offers educational services to CKD patients that can help patients reduce, delay, and prevent adverse outcomes of untreated CKD. DaVita's Kidney Smart program encourages CKD patients to take control of their health and make informed decisions about their dialysis care.

- DaVita's IMPACT program seeks to reduce patient mortality rates during the first 90-days of dialysis through patient intake, education and management, and reporting. Through IMPACT, DaVita's physician partners and clinical team have had proven positive results in addressing the critical issues of the incident dialysis patient. The program has helped improve DaVita's overall gross mortality rate, which has fallen 28% in the last 13 years.
- DaVita's CathAway program seeks to reduce the number of patients with central venous catheters ("CVC"). Instead patients receive arteriovenous fistula ("AV fistula") placement. AV fistulas have superior patency, lower complication rates, improved adequacy, lower cost to the healthcare system, and decreased risk of patient mortality compared to CVCs. In July 2003, the Centers for Medicare and Medicaid Services, the End Stage Renal Disease Networks and key providers jointly recommended adoption of a National Vascular Access Improvement Initiative ("NVAII") to increase the appropriate use of AV fistulas for hemodialysis. The CathAway program is designed to comply with NVAII through patient education outlining the benefits for AV fistula placement and support through vessel mapping, fistula surgery and maturation, first cannulation and catheter removal.
- For more than a decade, DaVita has been investing and growing its integrated kidney care capabilities. Through Patient Pathways, DaVita partners with hospitals to provide faster, more accurate ESRD patient placement to reduce the length of hospital inpatient stays and readmissions. Importantly, Patient Pathways is not an intake program. An unbiased onsite liaison, specializing in ESRD patient care, meets with both newly diagnosed and existing ESRD patients to assess their current ESRD care and provides information about insurance, treatment modalities, outpatient care, financial obligations before discharge, and grants available to ESRD patients. Patients choose a provider/center that best meets their needs for insurance, preferred nephrologists, transportation, modality and treatment schedule.

DaVita currently partners with over 250 hospitals nationwide through Patient Pathways. Patient Pathways has demonstrated benefits to hospitals, patients, physicians and dialysis centers. Since its creation in 2007, Patient Pathways has impacted over 130,000 patients. The Patient Pathways program reduced overall readmission rates by 18 percent, reduced average patient stay by a half-day, and reduced acute dialysis treatments per patient by 11 percent. Moreover, patients are better educated and arrive at the dialysis center more prepared and less stressed.

They have a better understanding of their insurance coverage and are more engaged and satisfied with their choice of dialysis facility. As a result, patients have higher attendance rates, are more compliant with their dialysis care, and have fewer avoidable readmissions.

- Since 1996, Village Health has innovated to become the country's largest renal National Committee for Quality Assurance accredited disease management program. VillageHealth's Integrated Care Management ("ICM") services partners with patients, providers and care team members to focus on the root causes of unnecessary hospitalizations such as unplanned dialysis starts, infection, fluid overload and medication management.

VillageHealth ICM services for payers and ACOs provide CKD and ESRD population health management delivered by a team of dedicated and highly skilled nurses who support patients both in the field and on the phone. Nurses use VillageHealth's industry-leading renal decision support and risk stratification software to manage a patient's coordinated needs. Improved clinical outcomes and reduced hospital readmission rates have contributed to improved quality of life for patients. As of 2014, VillageHealth ICM has delivered up to a 15 percent reduction in non-dialysis medical costs for ESRD patients, a 15 percent lower year-one mortality rate over a three-year period, and 27 percent fewer hospital readmissions compared to the Medicare benchmark. Applied to DaVita's managed ESRD population, this represents an annual savings of more than \$30 million.

- Transplant. DaVita has long been committed to helping its patients receive a thorough kidney transplant education within 30 days of their first dialysis treatment. Patients are educated about the step-by-step transplant process and requirements, health benefits of a transplant and the transplant center options available to them. The social worker or designee obtains transplant center guidelines and criteria for selection of appropriate candidates and assists transplant candidates with factors that may affect their eligibility, such as severe obesity, adherence to prescribed medicine or therapy, and social/emotional/financial factors related to post-transplant functioning. Further, DaVita proactively shares data with certain transplant centers to keep patient information current and produces industry-leading clinical outcomes to help patients stay transplant-ready. See Attachment – 11D.
- Dialysis Quality Indicators. In an effort to better serve all kidney patients, DaVita believes in requiring that all providers measure outcomes in the same way and report them in a timely and accurate basis or be subject to penalty. There are four key measures that are the most common indicators of quality care for dialysis providers: dialysis adequacy, fistula use rate, nutrition and bone and mineral metabolism. Adherence to these standard measures has been directly linked to 15-20% fewer hospitalizations. On each of these measures, DaVita has demonstrated superior clinical outcomes, which directly translated into 7% reduction in hospitalizations among DaVita patients.
- Pharmaceutical Compliance. DaVita Rx, the first and largest licensed, full-service U.S. renal pharmacy, focuses on the unique needs of dialysis patients. Since 2005, DaVita Rx has been helping improve outcomes by delivering medications to dialysis centers or to patients' homes, making it easier for patients to keep up with their drug regimens. DaVita Rx patients have medication adherence rates greater than 80%, almost double that of patients who fill their prescriptions elsewhere, and are correlated with 40% fewer hospitalizations.

Service to the Community

- DaVita consistently raises awareness of community needs and makes cash contributions to organizations aimed at improving access to kidney care. DaVita provides significant funding to kidney disease awareness organizations such as the Kidney TRUST, the National Kidney Foundation, the American Kidney Fund, and several other organizations. DaVita Way of Giving program donated \$2.2 million in 2016 to locally based charities across the United States. Its own

employees, or members of the "DaVita Village," assist in these initiatives. In 2017, more than 600 riders participated in Tour DaVita, DaVita's annual charity bike ride, which raised over \$1.2 million to support Bridge of Life. Bridge of Life serves thousands of men, women and children around the world through kidney care, primary care, education and prevention and medically supported camps for kids. Since 2011, DaVita teammates have donated \$9.1 million to thousands of organizations through DaVita Way of Giving.

- DaVita is committed to sustainability and reducing its carbon footprint. It is the only kidney care company recognized by the Environmental Protection Agency for its sustainability initiatives. In 2010, DaVita opened the first LEED-certified dialysis center in the U.S. Newsweek Green Rankings recognized DaVita as a 2017 Top Green Company in the United States, and it has appeared on the list every year since the inception of the program in 2009. See Attachment – 11E. Since 2013, DaVita has saved 645 million gallons of water through optimization projects. Through toner and cell phone recycling programs, more than \$126,000 has been donated to Bridge of Life. In 2016, Village Green, DaVita's corporate sustainability program, launched a formal electronic waste program and recycled more than 113,000 pounds of e-waste.
- DaVita does not limit its community engagement to the U.S. alone. In 2006, Bridge of Life, the primary program of DaVita Village Trust, an independent 501(c)(3) nonprofit organization, completed more than 398 international and domestic medical missions and events in 25 countries.. More than 900 DaVita volunteers supported these missions, impacting more than 96,000 men, women and children.

Other Section 1110.230(a) Requirements.

Neither the Centers for Medicare and Medicaid Services nor the Illinois Department of Public Health ("IDPH") has taken any adverse action involving civil monetary penalties or restriction or termination of participation in the Medicare or Medicaid programs against any of the applicants, or against any Illinois health care facilities owned or operated by the Applicants, directly or indirectly, within three years preceding the filing of this application.

A list of health care facilities owned or operated by the Applicants in Illinois is attached at Attachment – 11F. Dialysis facilities are currently not subject to State Licensure in Illinois.

Certification that no adverse action has been taken against either of the Applicants or against any health care facilities owned or operated by the Applicants in Illinois within three years preceding the filing of this application is attached at Attachment – 11G.

An authorization permitting the Illinois Health Facilities and Services Review Board ("State Board") and IDPH access to any documents necessary to verify information submitted, including, but not limited to: official records of IDPH or other State agencies; and the records of nationally recognized accreditation organizations is attached at Attachment – 11G.



Davita.

Community Care

THE DAVITA VISION FOR GLOBAL CITIZENSHIP - 2016

-130-

Attachment - 11A



Our trilogy of care

DaVita strives to be a community first and a company second. Our 70,000 teammates work together to serve more than 1.5 million patients around the world through DaVita Kidney Care, DaVita Medical Group and other health care services. We work hard to provide exceptional care for our patients, support the development of our teammates and partners, and care for the environment and communities in which we operate around the globe.

We call this vision for corporate social responsibility (CSR) our Trilogy of Care: Caring for Our Patients, Caring for Each Other and Caring for Our World. This trilogy is at the heart of our industry-leading clinical outcomes, philanthropic endeavors and environmental commitment.

"A community produces most what it honors most."

- KENT J. THIRY, CHAIRMAN AND CEO

OUR VISION

**To Build the
Greatest Health
Care Community the
World Has Ever Seen**

OUR MISSION

**To Be the Provider,
Partner and
Employer of
Choice**

OUR CORE VALUES

**Service Excellence,
Integrity, Team,
Continuous
Improvement,
Accountability,
Fulfillment, Fun**

OUR TRILOGY OF CARE

**Caring for Our Patients
Caring for Each Other
Caring for Our World**

OUR GUIDING PRINCIPLES

**Physician-Led
Patient-Centered
Clinically Focused**

**For the third year in a row, DaVita
Kidney Care is a clinical leader in
the Centers for Medicare &
Medicaid Services Five-Star
Quality Rating System.**

**In early 2017, DaVita was
recognized for the 40th consecutive
year on FORTUNE World's Most
Admired Companies list.**

**More than 2,600 DaVita
teammates, family and friends in
five different countries celebrated
Earth Day with 120 environmental
service projects.**

Caring for Our Patients

Integrated Care, Improved Results

DaVita continuously works to improve our integrated model to provide optimal patient care. Through kidney care services and our medical group, DaVita provides compassionate care to more than 1.5 million patients around the world.

Our integrated approach offers preventive care and also addresses the health and lifestyle complexities of chronic conditions. We invest in creating user-friendly online tools to help patients learn about their health care options and take a more-active role in managing their health and diet. At DaVita, we believe that patients can live more healthy and fulfilling lives if given the proper support and encouragement.

COMPLEX CARE PROGRAMS

The country's largest kidney care provider accredited by the National Committee for Quality Assurance (NCQA), DaVita VillageHealth has led the industry in providing renal population health management for more than two decades. We currently manage the total care for more than 20,000 people with end stage renal disease (ESRD), of whom nearly 7,000 are under at-risk arrangements, through partnerships with more than 20 health plans and health systems. DaVita VillageHealth has achieved these results:

- 20% lower hospitalization rate than the industry average
- 27% lower readmission rate than the industry average
- Up to 18% addressable cost savings

COMMITMENT TO QUALITY

Our quality standards have been recognized publicly by the federal government: For the third year in a row, DaVita Kidney Care has been a clinical quality leader in the Centers for Medicare & Medicaid Services (CMS) Five-Star Rating System. DaVita had the highest percentage of centers that met or exceeded quality measures compared to the rest of the industry.*



We also outperformed the rest of the industry in Medicare's Quality Incentive Program (QIP) for the fourth year in a row, with the highest percentage of centers that met or exceeded QIP quality standards.

DaVita Medical Group in California and The Everett Clinic in Washington earned the Elite Award in the California Association of Physician Groups (CAPG) annual 2016 Standards of Excellence survey. This recognition for giving quality care is the highest-possible designation given by CAPG, one of the nation's largest professional organizations of physician groups focused on coordinated care.

In 2016, DaVita Kidney Care continued to improve clinical outcomes within the infrastructure of the DaVita Patient-Focused Quality Pyramid, which builds on fundamental metrics to address complex issues (such as infection, medication, diabetes and fluid management programs). DaVita Medical Group helped patients achieve their best-possible health through innovative programs and initiatives, including transitions of care, flu vaccinations and hypertension management.

IMPROVING KIDNEY CARE GLOBALLY

DaVita Kidney Care is committed to elevating health and quality of life for patients around the world. In 2016, we continued to expand our operations to improve access to kidney care in 11 countries outside the U.S. We reached more than 140 million Arabic speakers through our kidney disease awareness campaign, expanded kidney care to nine new cities in Germany, acquired eight clinics across three regions in Brazil and became the largest private dialysis provider in Malaysia, with more than 1,500 patients served in 38 centers.

HEALTH-MANAGEMENT TOOLS

From DaVita Diet Helper™ to the DaVita® Health Portal, DaVita Kidney Care provides some of the most-comprehensive diet- and health-management tools available to kidney care patients.

In 2016, Anthem recognized DaVita Medical Group for achieving quality scores that resulted in a cost savings of \$1.6 million from participation in its commercial Accountable Care Organization.

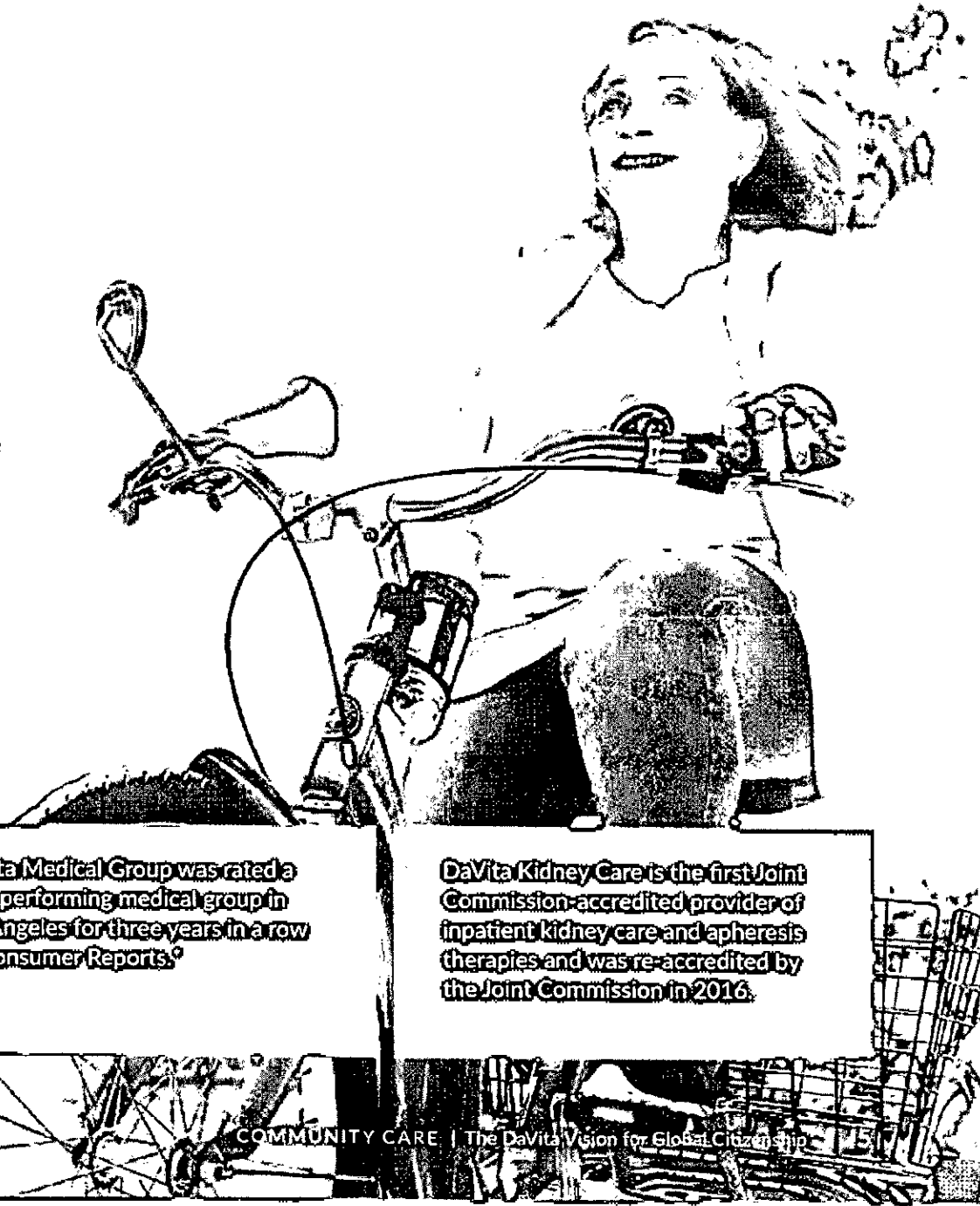
DaVita Medical Group was rated a high-performing medical group in Los Angeles for three years in a row by Consumer Reports.*

DaVita Kidney Care is the first Joint Commission-accredited provider of inpatient kidney care and apheresis therapies and was re-accredited by the Joint Commission in 2016.

BONNIE, DaVita patient

* Learn more at http://static3.consumerreports.org/content/dam/cro/news_articles/health/PDFs/ConsumerReports_Doctors_California.pdf

COMMUNITY CARE | The DaVita Vision for Global Citizenship



Caring for Each Other

Powered by Teammates

Led by our teammates' enthusiasm, the DaVita Village is stronger than ever. We aim to bolster that enthusiasm by providing our teammates opportunities to thrive, both at work and at home. Leadership courses, professional development, educational scholarships for children and grandchildren, and support in times of crisis are only a few of the many efforts we make to support our teammates' growth and fulfillment.

LEADERSHIP DEVELOPMENT AND CONTINUING EDUCATION

DaVita's award-winning training programs give our teammates the opportunity to learn and grow. Through **Academy** in 2016, we introduced 8,047 new teammates to the DaVita culture, empowering them to be leaders in their communities, families and teams. The **Redwoods Leadership Development Program** has provided on-the-job and classroom learning and executive mentorship to 564 teammates to date. **DaVita University** offers continuing education and leadership through a variety of classes.

OPEN COMMUNICATION

At DaVita, we encourage conversations between teammates and leadership. Through **Idea Hub**, teammates submitted more than 1,600 innovative ideas for all areas of the business in 2016. During **Voice of the Village Calls**, senior leaders report on the state of the company, and teammates are encouraged to ask questions about any subject.

WHOLE-PERSON WELLNESS SUPPORT

Our **Village Vitality** program offers teammates tools and incentives to help them make healthy choices, including free biometric screenings, stress-management courses, tobacco-use cessation programs, opportunities to reduce insurance premiums, and nutrition and fitness challenges.

COMMITMENT TO OUR VETERANS

DaVita cares for our active service men and women and strives to assist our veterans as they transition from life in the military to life as teammates in the Village. We provide workshops and development courses designed to help foster a stronger community for veterans who become new teammates.

SUPPORT IN TIMES OF NEED

The **DaVita Village Network (DVN)** provides teammates or their dependents financial assistance during times of crisis such as natural disasters, medical or funeral expenses and financial hardships as a result of military deployment. For every approved grant through the DVN, DaVita contributes the same amount as the teammate payroll contribution, up to \$250,000 per year.

DaVita Children's Foundation, **KT Family Foundation** and the **Woody Brittain Scholarship** provide scholarships to teammates' children and grandchildren who excel in leadership, community service and academics. DaVita Children's Foundation and KT Family Foundation have together awarded more than \$2.1 million to nearly 1,100 students.



Through the Star Troopers program, clinical and business office teams have sent more than 10,000 letters of encouragement and care packages to soldiers deployed around the world since 2007.

DaVita provided personal and professional development for more than 80,000 team members in 2016 through DaVita's School of Leadership, School of Clinical Education and Village Gatherings.

Through Village Vitality, a heart challenge, Health Wake 27/2016 pounds were lost among team members who participated in this weight loss journey.

US ARMY

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COMMUNITY CARE in the D

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Caring for Our World

A Community First, A Company Second

Every year, our teammates reaffirm their commitment to caring for our world through service projects, outreach initiatives, charitable contributions and a continued focus on sustainability.

GIVING BACK AROUND THE WORLD

Bridge of Life (BOL) is a nonprofit organization founded by DaVita to improve access to primary care and dialysis treatment in underserved communities around the world and emphasize prevention of kidney disease through early-detection testing and education. Since 2006, BOL has completed 398 domestic and international medical missions and events in 25 countries.

In 2016, DaVita celebrated the 10th anniversary of **Tour DaVita**, an annual, three-day, 250-mile bicycle ride, to raise awareness about kidney disease. The ride raised \$1.25 million to benefit Bridge of Life. Since 2007, DaVita cyclists and Tour supporters have raised more than \$8.6 million to fight kidney disease.

GIVING BACK IN OUR HOME COMMUNITIES

Nearly 90 percent of eligible teams participated in the annual **DaVita Way of Giving** campaign, directing donations of more than \$2.2 million to nonprofits across the country. Since 2011, DaVita has donated nearly \$9.1 million to nonprofits. In our home state of Colorado, we partnered with more than 100 nonprofits to develop volunteer projects and contributed nearly \$1.4 million through event and program sponsorship.

The **KT Community Foundation (KTC)** allocated \$22,000 in funds to teammate-led community service projects in 2016, and \$415,000 total since the program's inception.

Through **Village Service Days**, groups of three or more teammates can plan and execute a service project with a local nonprofit. Since 2006, DaVita teammates and their family and friends have volunteered nearly 140,000 hours through nearly 3,600 Village Service Days around the world in the service of our communities.






CARING FOR THE WORLD TO ENSURE ITS FUTURE

At DaVita, we are expanding programs that emphasize environmental sustainability in our centers and offices around the world.

DaVita was recognized in 2016 for the first time by the **Dow Jones Sustainability Indices (DJSI)** as one of only six companies in the Health Care Providers and Services Industry on the DJSI World Index.

In 2016, DaVita's world headquarters building was awarded **LEED Platinum Certification for Operations and Maintenance** by the U.S. Green Building Council. The LEED Platinum certification is the highest recognition a building can earn from the U.S. Green Building Council.

2020 DaVita Kidney Care Environmental Goals

				
ENERGY Reduce energy use and carbon emissions 10% per treatment	BUILDINGS Certify one new LEED clinic as prototype Certify major business offices as LEED Silver Implement Village Green certification, our internally developed green building certification process	WASTE Add solid waste recycling to at least 45% of kidney care locations Reduce paper use by 15% per treatment Transition to reusable sharps containers in 70% of chronic facilities	SUPPLY CHAIN Conduct an annual sustainability review with all national vendors Increase availability of environmentally preferable products & equipment and reduce packaging	WATER Reduce water use by 30% per treatment

DaVita diverted 113,000 pounds of electronic waste from the landfill in 2016, which equates to the weight of 7.5 African elephants

DaVita's Smarter Building Initiative systems have been installed at over 375 clinics across the country since 2014. They reduce energy consumption between 8 and 14 percent.

Eighty-three percent of teammates at our DaVita headquarters take alternative transportation (public transit, walk, carpool or bike) to work

Highlights & Recognition

2016 Trilogy of Care Highlights

CARING FOR OUR PATIENTS

- DaVita Medical Group was recognized as a SCAN Health Plan Top Performing Medical Group for its quality of care and services.
- DaVita VillageHealth® programs have achieved a 20 percent lower hospitalization rate than the industry average.

CARING FOR EACH OTHER

- Idea Hub reviewed more than 1,600 teammate-submitted ideas in 2016, many of which became active Village projects.
- DaVita added a third female director to our group of 11 board members, furthering our goal for a majority diverse board.

CARING FOR OUR WORLD

- For its 10th anniversary, Tour DaVita brought riders back to Tennessee, where we held our very first ride, and raised \$1.25 million to benefit Bridge of Life.
- In 2016, Bridge of Life impacted over 19,000 lives with the support of more than 300 teammate volunteers.

2016 Recognition

- Dow Jones Sustainability Index (DJSI)
- FORTUNE® World's Most Admired Companies
- Denver Post Top Workplaces Colorado
- Training Top 125
- LearningElite
- WorldBlu® Most Freedom-Centered Workplaces
- Becker's Hospital Review 150 Great Places to Work in Healthcare
- Top Military Employer (GI Jobs)
- Newsweek Green Rankings for corporate sustainability and environmental impact
- Communitas Award for corporate sustainability
- 77 DaVita Medical Group physicians received patient satisfaction or "Top Doctors" awards in California, Colorado, Florida, Nevada, New Mexico and Washington
- National Health Information
- Digital Health Information
- eHealthCare Leadership
- Modern Healthcare 100 Most Influential People in Healthcare
- SCAN Health Plan Top Performing Medical Group
- Anthem® Blue Cross Enhanced Personal Health Care Program
- CAPG Standards of Excellence Elite Status
- A clinical leader in the Centers for Medicare & Medicaid Services Five-Star Quality Rating System
- A clinical leader in the Quality Incentive Program from the Centers for Medicare & Medicaid Services

Looking Ahead

We look forward to another year of working to improve quality of life for our patients and teammates and in the communities where we live and work.

CARING FOR OUR PATIENTS

DaVita Medical Group will work in 2017 to develop defined national care models and protocols for specific areas of disease—cardiology, respiratory disease, dementia, behavioral health, chronic kidney disease and palliative care.

CARING FOR EACH OTHER

In 2017, industry-leading support will go into effect for DaVita Kidney Care teammates who are new parents or caregivers, including paid caregiver leave benefits and expanded time-off benefits for maternity, paternity and adoptive parental leave.

CARING FOR OUR WORLD

Our Village Programs continue to grow and adapt to best serve our teammates around the world. In 2017, DaVita Kidney Care will continue its pursuit of its 2020 environmental goals, with a particular emphasis on our goal to reduce water use by 30 percent.



DEBBIE. DaVita patient



DAVITA.COM/COMMUNITYCARE

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DaVita News

DaVita Recognized Among 2018 Training Top 125 for Exceptional Training and Development Programs

DENVER, Feb. 20, 2018 /PRNewswire/ -- DaVita Inc. (NYSE: DVA), a leading independent medical group and a leading provider of kidney care services in the United States, today announced it was recognized among Training Magazine's Top 125 for its exceptional training and leadership development programs. The company has appeared on the list for 14 years in a row.

"Our emphasis on whole-person learning reflects our belief that who we are and how we show up at work is also who we are at home, in our communities and in the world," said Dave Hoerman, chief wisdom officer at DaVita. "The goal of our training programs is to transform and enrich the lives of our teammates, ultimately translating to the best care possible for our patients."

On this year's list, DaVita ranked No. 37, and according to Training Magazine, the rankings are determined by multiple qualitative and quantitative factors. Among those factors are the scope of the programs and the financial investment in employee development.

DaVita offers a variety of in-person and online courses and programs to help create a special place for its teammates. The company created DaVita University (DVU) to offer training and development programs to teammates that focus on personal and professional growth. DVU facilitators use examples of how concepts such as teamwork and mindfulness can be integrated into both work and personal life.

One of DaVita's foundational training and development programs that almost all new teammates participate in is called Academy. The company created Academy – a two-day, off-site event – as a way to introduce new teammates to DaVita's unique history, culture and dedication to whole-person learning.

Explore how DaVita invests in its teammates' professional and personal growth at DaVita.com/CSR.

About DaVita Inc.

DaVita Inc., a Fortune 500® company, is the parent company of DaVita Kidney Care and DaVita Medical Group. DaVita Kidney Care is a leading provider of kidney care in the United States, delivering dialysis services to patients with chronic kidney failure and end stage renal disease. As of December 31, 2017, DaVita Kidney Care operated or provided administrative services at 2,510 outpatient dialysis centers located in the United States serving approximately 198,000 patients. The company also operated 237 outpatient dialysis centers located in 11 countries outside the United States. DaVita Medical Group manages and operates medical groups and affiliated physician networks in California, Colorado, Florida, Nevada, New Mexico, Pennsylvania and Washington in its pursuit to deliver excellent-quality health care in a dignified and compassionate manner. DaVita Medical Group's teammates, employed clinicians and affiliated clinicians provided care for approximately 1.7 million patients. For more information, please visit DaVita.com/About.

Contact Information

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Colleen McSweeney

Attachment – 11B

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720-925-3342

SOURCE DaVita Inc.

<http://pressreleases.davita.com/2018-02-20-DaVita-Recognized-Among-2018-Training-Top-125-for-Exceptional-Training-and-Development-Programs>

Attachment – 11B

DaVita News

Government Report Reveals Dialysis Industry Improves Patient Care DaVita Kidney Care among the top providers according to CMS data

DENVER, Feb. 5, 2018 /PRNewswire/ -- DaVita Kidney Care, a division of DaVita Inc. (NYSE: DVA) and a leading provider of kidney care services, today announced that it continues to be top in class, according to the end stage renal disease (ESRD) Quality Incentive Program (QIP) report issued by the Centers for Medicare & Medicaid Services (CMS).

The QIP is part of Medicare's ESRD program aimed at improving the quality of care provided to Medicare patients. It was designed and passed into law in part to be the nation's first pay-for-performance quality incentive program. CMS describes the QIP as a "first-of-its-kind program [that] provides the ESRD community with the opportunity to enhance the overall quality of care that ESRD patients receive as they battle this devastating disease."

"The dialysis segment continues to improve quality outcomes year after year," said Javier Rodriguez, president and CEO of DaVita Kidney Care. "We are proud of our clinicians for their relentless commitment and focus on what matters most—delivering exceptional, patient-centered care."

All dialysis providers improved key clinical outcome metrics this year, including:

- Central venous catheters, a common but least desirable form of blood access for dialysis treatments, were reduced by 18 percent.
- Infection rates decreased by 14 percent. ESRD patients have impaired immune systems as well as co-morbid conditions, such as diabetes, that makes them particularly susceptible to infections.
- Dialysis adequacy, the measure that tells clinicians how well dialysis is working to remove waste products from the blood, was improved by 5 percent.

"Improving care for our high-cost, high-need population of patients is top of mind for all providers as we strive to achieve the Triple Aim: better patient quality of life, improved clinical outcomes and reduced total cost of care," said Allen R. Nissenson, M.D., FACP, chief medical officer of DaVita Kidney Care. "When we get that right, we have the ability to make a real, lasting difference for our patients and for the entire health care system."

In addition to improving outcomes as measured by the QIP, many members of the dialysis community are also working with Congress to improve patient care through the enactment of The Dialysis Patient Access to Integrated-care, Empowerment, Nephrologists, and Treatment Services (PATIENTS) Demonstration Act, which would deliver high-quality, integrated care to patients receiving dialysis. The bi-partisan proposal would establish an integrated care program where interdisciplinary teams, led by a nephrologist, provide holistic management for all of the patient's healthcare needs.

About DaVita Kidney Care

DaVita Kidney Care is a division of DaVita Inc., a Fortune 500® company, that through its operating divisions provides a variety of health care services to patient populations throughout the United States and abroad. A leading provider of dialysis services in the United States, DaVita Kidney Care treats patients with chronic kidney failure and end stage renal disease. DaVita Kidney Care strives to

Attachment – 11C

improve patients' quality of life by innovating clinical care, and by offering integrated treatment plans, personalized care teams and convenient health-management services. As of September 30, 2017, DaVita Kidney Care operated or provided administrative services at 2,470 outpatient dialysis centers located in the United States serving approximately 196,000 patients. The company also operated 230 outpatient dialysis centers located in 11 countries outside the United States. DaVita Kidney Care supports numerous programs dedicated to creating positive, sustainable change in communities around the world. The company's leadership development initiatives and social responsibility efforts have been recognized by Fortune, Modern Healthcare, Newsweek and WorldBlu. For more information, please visit DaVita.com.

Contact Information

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SOURCE DaVita Kidney Care

<http://pressreleases.davita.com/2018-02-05-Government-Report-Reveals-Dialysis-Industry-Improves-Patient-Care>



Attachment – 11C

DaVita News

DaVita Kidney Care Encourages Americans to Become Organ Donors

Company honors National Donor Day and raises awareness for its patients awaiting kidney transplants

DENVER, Feb. 14, 2018 /PRNewswire/ -- DaVita Kidney Care (NYSE: DVA), a division of DaVita Inc. (NYSE: DVA), a leading provider of kidney care services in the United States, supports National Donor Day and its patients with kidney disease by asking Americans to commit to organ donation.

"Today, nearly 120,000 patients are on the waiting list to receive a life-saving organ transplant and more than 95,000 of those are waiting for a kidney," said Bryan Becker, MD, MMM, FACP, CEP, chief medical officer for DaVita Integrated Kidney Care. "On behalf of DaVita, we ask that you make a difference in the life of a patient by becoming a donor this year."

When kidney function fails, a person has to undergo regular dialysis treatments which filter toxins from the blood or receive a kidney transplant to survive. Advances in technology, medications, surgery techniques and donor matching have made kidney transplants a viable option for more patients. However, the number of kidneys available are far less than the number of patients on the list. This results in a median wait time of 3.6 years, but that can vary depending on geographic location, health or compatibility.

According to the United Network for Organ Sharing (UNOS), a person of any age can be an organ donor and a registering organ donor may save as many as eight lives. Living donation is also a possibility for healthy individuals over age 18 looking specifically to donate a kidney.

DaVita is committed to providing resources to support eligible patients seeking a kidney transplant. The company focuses on overcoming common barriers to transplant success by:

- Providing in-depth transplant education
- Proactively sharing data with certain transplant centers to keep patient information current
- Producing industry-leading clinical outcomes to help its patients stay transplant-ready

The balance of risks and benefits for a kidney transplant varies depending on age and other health factors. To find out more information about kidney transplantation, getting on the transplant wait list or becoming a donor, talk with your doctor and visit DaVita.com/Transplant.

About DaVita Kidney Care

DaVita Kidney Care is a division of DaVita Inc., a Fortune 500® company, that through its operating divisions provides a variety of health care services to patient populations throughout the United States and abroad. A leading provider of dialysis services in the United States, DaVita Kidney Care treats patients with chronic kidney failure and end stage renal disease. DaVita Kidney Care strives to improve patients' quality of life by innovating clinical care, and by offering integrated treatment plans, personalized care teams and convenient health-management services. As of September 30, 2017, DaVita Kidney Care operated or provided administrative services at 2,470 outpatient dialysis centers located in the United States serving approximately 196,000 patients. The company also operated 230 outpatient dialysis centers located in 11 countries outside the United States. DaVita Kidney Care supports numerous programs dedicated to creating positive, sustainable change in communities around the world. The company's leadership development initiatives and social

responsibility efforts have been recognized by Fortune, Modern Healthcare, Newsweek and WorldBlu. For more information, please visit DaVita.com.

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SOURCE
DaVita



<http://pressreleases.davita.com/2018-02-14-DaVita-Kidney-Care-Encourages-Americans-to-Become-Organ-Donors>



DaVita News

DaVita Recognized as a Top Green Company by Newsweek

DENVER, Jan. 23, 2018 /PRNewswire/ -- DaVita Inc. (NYSE: DVA), a leading provider of kidney care services in the United States and in 11 countries around the world, today announced that the company was recognized by Newsweek Green Rankings as a 2017 Top Green Company in the U.S. The company has appeared on the list every year the award program has run since 2009 and moved up 100 spots since 2016.

"Our teammates' commitment to green practices helps spread ripples far beyond the workplace," said Kent Thiry, chairman and CEO of DaVita. "As a community first and company second, it is our duty to foster environmentally sustainable communities throughout our business."

In 2007, DaVita created its Village Green program to help steward resources and create protocols that aim to reduce the company's environmental footprint. Village Green provides robust educational opportunities and initiatives for teammates to encourage a shared ownership of conservation efforts.

DaVita celebrated 10 years of sustainability in 2017. Read more about the highlights here.

Village Green initiatives include:

Responsible Electronic Waste Management

- Since 2016, DaVita has diverted 354,610 pounds of electronic waste from the landfill. Through recycling and reuse programs, the energy saved is equivalent to powering 3,096 homes for a year or removing 5,330 cars off the road.

Earth Day Village Service Days

- On Earth Day 2017, DaVita teammates, family, and friends contributed 14,900 hours towards 194 environmental projects in their local communities across 11 countries. Since 2014, DaVita teammates have contributed more than 31,000 volunteer hours towards environmental projects.

Reusable Sharps Goal

- DaVita achieved its first 2020 Environmental goal of launching reusable sharp containers to 70 percent of locations. To date, 81 percent of centers have adopted reusable sharp containers, diverting more than 404 tons of plastic from the landfill.

Food Donation Program

- Since 2016, DaVita has donated more than 30,000 meals through food waste recovery initiatives.

Building Green

- DaVita LEED certified two buildings in 2017. DaVita now has 623 thousand square feet LEED certified space.

Attachment – 11E

Teammate Engagement

- More than 1,800 teammates are Green Champions, implementing sustainability initiatives at their center or business office. Additionally, DaVita now has 18 green teams across business offices.

Recognition

- Silver Level Environmental Leader by the Colorado Department of Public Health and Environment.
- World Headquarters received Certifiably Green Denver certification in 2017.

For more information about DaVita HealthCare Partners' sustainability efforts, visit DaVita.com/CSR.

Newsweek Green Rankings are one of the world's foremost corporate environmental rankings which assess the 500 largest publicly-traded companies in the United States and the 500 largest publicly-traded companies globally on overall environmental performance. Based on research from Corporate Knights Capital, along with a "Green Revenue" score powered by HIP (Human Impact + Profit) Investor Inc., the 2015 iteration of the project features eight indicators that are used to assess and measure the environmental performance of the world's largest publicly traded companies.

About DaVita Inc.

DaVita Inc., a Fortune 500® company, is the parent company of DaVita Kidney Care and DaVita Medical Group. DaVita Kidney Care is a leading provider of kidney care in the United States, delivering dialysis services to patients with chronic kidney failure and end stage renal disease. As of Sept. 30, 2017, DaVita Kidney Care operated or provided administrative services at 2,470 outpatient dialysis centers located in the United States serving approximately 196,000 patients. The company also operated 230 outpatient dialysis centers located in 11 countries outside the United States. DaVita Medical Group manages and operates medical groups and affiliated physician networks in California, Colorado, Florida, Nevada, New Mexico, Pennsylvania and Washington in its pursuit to deliver excellent-quality health care in a dignified and compassionate manner. DaVita Medical Group's teammates, employed clinicians and affiliated clinicians provided care for approximately 1.7 million patients. For more information, please visit DaVita.com/About

Contact Information

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SOURCE DaVita Inc.

<http://pressreleases.davita.com/2018-01-23-DaVita-Recognized-as-a-Top-Green-Company-by-Newsweek>

Attachment – 11E

DaVita Inc.

Illinois Facilities

Regulatory Name	Address 1	Address 2	City	County	State	Zip	Medicare Certification Number
Adams County Dialysis	436 N 10TH ST		QUINCY	ADAMS	IL	62301-4152	14-2711
Alton Dialysis	3511 COLLEGE AVE		ALTON	MADISON	IL	62002-5009	14-2619
Arlington Heights Renal Center	17 WEST GOLF ROAD		ARLINGTON HEIGHTS	COOK	IL	60005-3905	14-2628
Barrington Creek	28160 W. NORTHWEST HIGHWAY		LAKE BARRINGTON	LAKE	IL	60010	14-2736
Belvidere Dialysis	1755 БЕЛОIT ROAD		BELVIDERE	BOONE	IL	61008	14-2795
Benton Dialysis	1151 ROUTE 14 W		BENTON	FRANKLIN	IL	62812-1500	14-2608
Beverly Dialysis	8109 SOUTH WESTERN AVE		CHICAGO	COOK	IL	60620-5939	14-2638
Big Oaks Dialysis	5623 W TOUHY AVE		NILES	COOK	IL	60714-4019	14-2712
Brighton Park Dialysis	4729 SOUTH CALIFORNIA AVE		CHICAGO	COOK	IL	60632	
Buffalo Grove Renal Center	1291 W. DUNDEE ROAD		BUFFALO GROVE	COOK	IL	60089-4009	14-2650
Calumet City Dialysis	1200 SIBLEY BOULEVARD		CALUMET CITY	COOK	IL	60409	14-2817
Carpentersville Dialysis	2203 RANDALL ROAD		CARPENTERSVILLE	KANE	IL	60110-3355	14-2598
Centralia Dialysis	1231 STATE ROUTE 161		CENTRALIA	MARION	IL	62801-6739	14-2609
Chicago Heights Dialysis	177 W JOE ORR RD	STE B	CHICAGO HEIGHTS	COOK	IL	60411-1733	14-2635
Chicago Ridge Dialysis	10511 SOUTH HARLEM AVE		WORTH	COOK	IL	60482	14-2793
Churchview Dialysis	5970 CHURCHVIEW DR		ROCKFORD	WINNEBAGO	IL	61107-2574	14-2640
Cobblestone Dialysis	934 CENTER ST	STE A	ELGIN	KANE	IL	60120-2125	14-2715
Collinsville Dialysis	101 LANTER COURT	BLDG 2	COLLINSVILLE	MADISON	IL	62234	
Country Hills Dialysis	4215 W 167TH ST		COUNTRY CLUB HILLS	COOK	IL	60478-2017	14-2575
Crystal Springs Dialysis	720 COG CIRCLE		CRYSTAL LAKE	MCHENRY	IL	60014-7301	14-2716
Decatur East Wood Dialysis	794 E WOOD ST		DECATUR	MACON	IL	62523-1155	14-2599
Dixon Kidney Center	1131 N GALENA AVE		DIXON	LEE	IL	61021-1015	14-2651
Driftwood Dialysis	1808 SOUTH WEST AVE		FREEPORT	STEPHENSON	IL	61032-6712	14-2747
Edgemont Dialysis	8 VIEUX CARRE DRIVE		EAST ST. LOUIS	ST. CLAIR	IL	62203	
Edwardsville Dialysis	235 S BUCHANAN ST		EDWARDSVILLE	MADISON	IL	62025-2108	14-2701
Effingham Dialysis	904 MEDICAL PARK DR	STE 1	EFFINGHAM	EFFINGHAM	IL	62401-2193	14-2580
Emerald Dialysis	710 W 43RD ST		CHICAGO	COOK	IL	60609-3435	14-2529
Evanston Renal Center	1715 CENTRAL STREET		EVANSTON	COOK	IL	60201-1507	14-2511
Ford City Dialysis	8159 S CICERO AVENUE		CHICAGO	COOK	IL	60652	
Forest City Rockford	4103 W STATE ST		ROCKFORD	WINNEBAGO	IL	61101	
Grand Crossing Dialysis	7319 S COTTAGE GROVE AVENUE		CHICAGO	COOK	IL	60619-1909	14-2728
Freeport Dialysis	1028 S KUNKLE BLVD		FREEPORT	STEPHENSON	IL	61032-6914	14-2642
Foxpoint Dialysis	1300 SCHAEFER ROAD		GRANITE CITY	MADISON	IL	62040	

DaVita Inc.

Illinois Facilities

Regulatory Name	Address 1	Address 2	City	County	State	Zip	Medicare Certification Number
Garfield Kidney Center	3250 WEST FRANKLIN BLVD		CHICAGO	COOK	IL	60624-1509	14-2777
Granite City Dialysis Center	9 AMERICAN VLG		GRANITE CITY	MADISON	IL	62040-3706	14-2537
Harvey Dialysis	16641 S HALSTED ST		HARVEY	COOK	IL	60426-6174	14-2698
Hazel Crest Renal Center	3470 WEST 183rd STREET		HAZEL CREST	COOK	IL	60429-2428	14-2622
Huntley Dialysis	10350 HALIGUS ROAD		HUNTLEIY	MCHENRY	IL	60142	
Illini Renal Dialysis	507 E UNIVERSITY AVE		CHAMPAIGN	CHAMPAIGN	IL	61820-3828	14-2633
Irving Park Dialysis	4323 N PULASKI RD		CHICAGO	COOK	IL	60641	
Jacksonville Dialysis	1515 W WALNUT ST		JACKSDNVILLE	MORGAN	IL	62650-1150	14-2581
Jerseyville Dialysis	917 S STATE ST		JERSEYVILLE	JERSEY	IL	62052-2344	14-2636
Kankakee County Dialysis	581 WILLIAM R LATHAM SR DR	STE 104	BOURBONNAIS	KANKAKEE	IL	60914-2439	14-2685
Kenwood Dialysis	4259 S COTTAGE GROVE AVENUE		CHICAGO	COOK	IL	60653	14-2717
Lake County Dialysis Services	565 LAKEVIEW PARKWAY	STE 176	VERNON HILLS	LAKE	IL	60061	14-2552
Lake Villa Dialysis	37809 N IL ROUTE 59		LAKE VILLA	LAKE	IL	60046-7332	14-2666
Lawndale Dialysis	3934 WEST 24TH ST		CHICAGO	COOK	IL	60623	14-2768
Lincoln Dialysis	2100 WEST FIFTH		LINCOLN	LOGAN	IL	62656-9115	14-2582
Lincoln Park Dialysis	2484 N ELSTON AVE		CHICAGO	COOK	IL	60647	14-2528
Litchfield Dialysis	915 ST FRANCES WAY		LITCHFIELD	MONTGOMERY	IL	62056-1775	14-2583
Little Village Dialysis	2335 W CERMAR RD		CHICAGO	COOK	IL	60608-3811	14-2668
Logan Square Dialysis	2838 NORTH KIMBALL AVE		CHICAGO	COOK	IL	60618	14-2534
Loop Renal Center	1101 SOUTH CANAL STREET		CHICAGO	COOK	IL	60607-4901	14-2505
Machesney Park Dialysis	7170 NORTH PERRYVILLE ROAD		MACHESNEY PARK	WINNEBAGO	IL	61115	14-2806
Macon County Dialysis	1090 W MCKINLEY AVE		DECATUR	MACON	IL	62526-3208	14-2584
Marengo City Dialysis	910 GREENLEE STREET	STE B	MARENGO	MCHENRY	IL	60152-8200	14-2643
Marion Dialysis	324 S 4TH ST		MARION	WILLIAMSON	IL	62959-1241	14-2570
Maryville Dialysis	2130 VADALABENE DR		MARYVILLE	MADISON	IL	62062-5632	14-2634
Mattoon Dialysis	6051 DEVELOPMENT DRIVE		CHARLESTON	COLES	IL	61938-4652	14-2585
Metro East Dialysis	5105 W MAIN ST		BELLEVILLE	SAINT CLAIR	IL	62226-4728	14-2527
Montclare Dialysis Center	7009 W BELMONT AVE		CHICAGO	COOK	IL	60634-4533	14-2649
Montgomery County Dialysis	1822 SENATOR MILLER DRIVE		HILLSBORO	MONTGOMERY	IL	62049	14-2813
Mount Vernon Dialysis	1800 JEFFERSON AVE		MOUNT VERNON	JEFFERSON	IL	62864-4300	14-2541
Mt. Greenwood Dialysis	3401 W 111TH ST		CHICAGO	COOK	IL	60655-3329	14-2660
O'Fallon Dialysis	1941 FRANK SCOTT PKWY E	STE B	O'FALLON	ST. CLAIR	IL	62269	14-2818
Olney Dialysis Center	117 N BOONE ST		OLNEY	RICHLAND	IL	62450-2109	14-2674

DaVita Inc.							
Illinois Facilities							
Regulatory Name	Address 1	Address 2	City	County	State	Zip	Medicare Certification Number
Olympia Fields Dialysis Center	4557B LINCOLN HWY	STE B	MATTESON	COOK	IL	60443-2318	14-2548
Palos Park Dialysis	13155 S LaGRANGE ROAD		ORLAND PARK	COOK	IL	60462-1162	14-2732
Park Manor Dialysis	95TH STREET & COLFAX AVENUE		CHICAGO	COOK	IL	60617	
Pittsfield Dialysis	640 W WASHINGTON ST		PITTSFIELD	PIKE	IL	62363-1350	14-2708
Red Bud Dialysis	LOT 4 IN 1ST ADDITION OF EAST INDUSTRIAL PARK		RED BUD	RANDOLPH	IL	62278	14-2772
Robinson Dialysis	1215 N ALLEN ST	STE B	ROBINSON	CRAWFORD	IL	62454-1100	14-2714
Rockford Dialysis	3339 N ROCKTON AVE		ROCKFORD	WINNEBAGO	IL	61103-2839	14-2647
Roxbury Dialysis Center	622 ROXBURY RD		ROCKFORD	WINNEBAGO	IL	61107-5089	14-2665
Rushville Dialysis	112 SULLIVAN DRIVE		RUSHVILLE	SCHUYLER	IL	62681-1293	14-2620
Sauget Dialysis	2061 GOOSE LAKE RD		SAUGET	SAINT CLAIR	IL	62206-2822	14-2561
Schaumburg Renal Center	1156 S ROSELLE ROAD		SCHAUMBURG	COOK	IL	60193-4072	14-2654
Shiloh Dialysis	1095 NORTH GREEN MOUNT RD		SHILOH	ST CLAIR	IL	62269	14-2753
Silver Cross Renal Center - Morris	1551 CREEK DRIVE		MORRIS	GRUNDY	IL	60450	14-2740
Silver Cross Renal Center - New Lenox	1890 SILVER CROSS BOULEVARD		NEW LENOX	WILL	IL	60451	14-2741
Silver Cross Renal Center - West	1051 ESSINGTON ROAD		JOLIET	WILL	IL	60435	14-2742
South Holland Renal Center	16136 SOUTH PARK AVENUE		SOUTH HOLLAND	COOK	IL	60473-1511	14-2544
Springfield Central Dialysis	932 N RUTLEDGE ST		SPRINGFIELD	SANGAMON	IL	62702-3721	14-2586
Springfield Montvale Dialysis	2930 MONTVALE DR	STE A	SPRINGFIELD	SANGAMON	IL	62704-5376	14-2590
Springfield South	2930 SOUTH 6th STREET		SPRINGFIELD	SANGAMON	IL	62703	14-2733
Stonecrest Dialysis	1302 E STATE ST		ROCKFORD	WINNEBAGO	IL	61104-2228	14-2615
Stony Creek Dialysis	9115 S CICERO AVE		OAK LAWN	COOK	IL	60453-1895	14-2661
Stony Island Dialysis	8725 S STONY ISLAND AVE		CHICAGO	COOK	IL	60617-2709	14-2718
Sycamore Dialysis	2200 GATEWAY DR		SYCAMORE	DEKALB	IL	60178-3113	14-2639
Taylorville Dialysis	901 W SPRESSER ST		TAYLORVILLE	CHRISTIAN	IL	62568-1831	14-2587
Tazewell County Dialysis	1021 COURT STREET		PEKIN	TAZEVELL	IL	61554	14-2767
Timber Creek Dialysis	1001 S. ANNIE GLIDDEN ROAD		DEKALB	DEKALB	IL	60115	14-2763
Tinley Park Dialysis	16767 SOUTH 80TH AVENUE		TINLEY PARK	COOK	IL	60477	14-2810

DaVita Inc.							
Illinois Facilities							
Regulatory Name	Address 1	Address 2	City	County	State	Zip	Medicare Certification Number
TRC Children's Dialysis Center	2611 N HALSTED ST		CHICAGO	COOK	IL	60614-2301	14-2604
Vandalia Dialysis	301 MATTES AVE		VANDALIA	FAYETTE	IL	62471-2061	14-2693
Vermilion County Dialysis	22 WEST NEWELL ROAD		DANVILLE	VERMILION	IL	61834	14-2812
Washington Heights Dialysis	10620 SOUTH HALSTED STREET		CHICAGO	COOK	IL	60628	
Waukegan Renal Center	1616 NORTH GRAND AVENUE	STE C	Waukegan	COOK	IL	60085-3676	14-2577
Wayne County Dialysis	303 NW 11TH ST	STE 1	FAIRFIELD	WAYNE	IL	62837-1203	14-2688
West Lawn Dialysis	7000 S PULASKI RD		CHICAGO	COOK	IL	60629-5842	14-2719
West Side Dialysis	1600 W 13TH STREET		CHICAGO	COOK	IL	60608	14-2783
Whiteside Dialysis	2600 N LOCUST	STE D	STERLING	WHITESIDE	IL	61081-4602	14-2648
Woodlawn Dialysis	5060 S STATE ST		CHICAGO	COOK	IL	60609	14-2310



Kathryn Olson
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Chair Olson:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 that no adverse action as defined in 77 IAC 1130.140 has been taken against any in-center dialysis facility owned or operated by Genesis KC Development, LLC in the State of Illinois during the three year period prior to filing this application.

Additionally, pursuant to 77 Ill. Admin. Code § 1110.1430(b)(3)(J), I hereby authorize the Health Facilities and Services Review Board ("HFSRB") and the Illinois Department of Public Health ("IDPH") access to any documents necessary to verify information submitted as part of this application for permit. I further authorize HFSRB and IDPH to obtain any additional information or documents from other government agencies which HFSRB or IDPH deem pertinent to process this application for permit.

Sincerely,

A handwritten signature in black ink, appearing to read "Arturo Sida", is written over a horizontal line.

Print Name: Arturo Sida
Its: Assistant Corporate Secretary, DaVita Inc.
Secretary of Total Renal Care, Inc.,
Managing Member of Genesis KC Development, LLC

Subscribed and sworn to me
This ____ day of ____, 2018

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On March 5, 2018 before me, Kimberly Ann K. Burgo, Notary Public,
(here insert name and title of the officer)

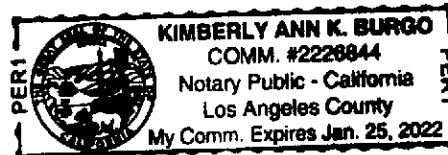
personally appeared *** Arturo Sida ***

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature



OPTIONAL INFORMATION

Law does not require the information below. This information could be of great value to any person(s) relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: IL CON Application (DaVita Inc. / Total Renal Care, Inc. / Genesis KC Development, LLC)

Document Date: March 5, 2018 Number of Pages: 1 (one)

Signer(s) if Different Than Above: _____

Other Information: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name(s):

☐ Individual

☒ Corporate Officer Assistant Corporate Secretary / Secretary

(Title(s))

☐ Partner

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian/Conservator

☐ Other: _____

SIGNER IS REPRESENTING: Name of Person or Entity DaVita Inc. / Total Renal Care, Inc. / Genesis KC Development, LLC

Vermilion County Dialysis

Section III, Background, Purpose of the Project, and Alternatives – Information Requirements
Criterion 1110.230(b) – Background, Purpose of the Project, and Alternatives

Purpose of the Project

1. The purpose of this project is to meet the growing need for dialysis services in Danville and the surrounding communities. The Applicants proposed to add 4 stations to their existing Vermilion County Dialysis center. Importantly, Vermilion County Dialysis is located in Health Resource and Services Administration designated health professional shortage area. See Attachment – 12A. The additional stations will expand access to much needed dialysis services in Danville and the surrounding area.

Importantly, since its Medicare Certification on February 16, 2017, Vermilion County Dialysis has experienced tremendous growth. In less than one year, the patient census increased to 35 patients for a utilization rate of 72.9%. Eleven patients were added in the fourth quarter of 2017 alone. The proposed stations will allow Vermilion County Dialysis to continue to operate at an optimal level while accommodating the future need for dialysis services in Danville and the surrounding area.

Further, there is only one other dialysis facility within 40 miles of Vermilion County Dialysis. As of December 31, 2017, average utilization of the two Danville area dialysis facilities was 67.3%. Over the past two years, patient census for the two facilities increased by 31 patients (or a compound annual growth rate of 18%). Based upon historical utilization, 43 additional patients (or 152 total patients) are projected to initiate dialysis within the next two years. To treat this new influx of patients, 5 additional stations (or 43 total stations) are needed.⁸ As previously stated, this project is for a 4 station expansion of Vermilion County Dialysis. Accordingly, this project is narrowly tailored to address the growing need for dialysis in Danville and the surrounding area.

If patients do not have sufficient access to dialysis, they will be required to travel outside the Danville community to receive dialysis. Patients who have difficulty getting their dialysis because of transportation problems miss treatments, which results in involuntary non-compliance. Non-compliance has significant negative consequences, which includes worsening of anemia and bone disease due to not receiving scheduled intravenous medications during dialysis; fluid overload – shortness of breath from fluid in the lungs may require an emergency room visit and emergency dialysis; cardiac complications, including cardiac arrhythmia, cardiac arrest and death, due to high potassium levels; and cerebrovascular complications, i.e., stroke that could lead to disability and death. Furthermore, skipping dialysis decreases the total delivered dose. Skipping one or more dialysis sessions in a month has been associated with a 16% higher risk of hospitalization and 30% increased mortality risk compared to those who did not miss a dialysis session. Accordingly, the additional stations are needed to maintain access to life sustaining dialysis services for patients in Danville and its surrounding communities.

As of December 31, 2017, Vermilion County Dialysis had a census of 35 patients as of December 31, 2017. Dr. Erlandas Ulozas is currently treating 506 pre-ESRD patients from the Danville, Illinois zip codes 61832 and 61834. 76 CKD patients from the Danville zip code of 61834 have been identified in support of this application. See Appendix - 1. Based upon attrition due to patient death, transplant, or return of function, it is projected that 30 of these 76 patients will require dialysis within 12 to 24 months of project completion. Assuming State Board approval of the additional stations, this represents a 90.3% utilization rate, which exceeds the State's 80% standard.

⁸ (152 patients x 3 treatments per week x 52 weeks per year) / (3 shifts per day x 6 days per week x 52 weeks per year x 80% utilization) = 23,712 / 749 = 32 stations

It is essential the Applicants obtain approval to expand Vermilion County Dialysis to maintain access to necessary dialysis services to patients in Danville and the surrounding communities.

2. A map of the market area for Vermilion County Dialysis is attached at Attachment – 12B. The market area encompasses a 20 mile radius around Vermilion County Dialysis. The boundaries of the market area are as follows:

- North approximately 30 minutes normal travel time to Hoopeston, IL.
- Northeast approximately 15 minutes normal travel time to Illiana, IL.
- East approximately 10 minutes normal travel time to the IN border.
- Southeast approximately 20 minutes normal travel time to I-136 and the IN border.
- South approximately 25 minutes normal travel time to Georgetown, IL.
- Southwest approximately 30 minutes normal travel time to Fairmount, IL.
- West approximately 30 minutes normal travel time to Ogden, IL.
- Northwest approximately 30 minutes normal travel time to Penfield, IL.

3. There is only one other dialysis facility within 40 miles of Vermilion County Dialysis. As of December 31, 2017, average utilization of the two Danville area dialysis facilities was 67.3%. Over the past two years, patient census for the two facilities increased by 31 patients (or a compound annual growth rate of 18%). Based upon historical utilization, 43 additional patients (or 152 total patients) are projected to initiate dialysis within the next two years. To treat this new influx of patients, 5 additional stations (or 43 total stations) are needed. As previously stated, this project is for a 4 station expansion of Vermilion County Dialysis. Accordingly, this project is narrowly tailored to address the growing need for dialysis in Danville and the surrounding area.

Further, Dr. Erlandas Ulozas is currently treating 506 pre-ESRD patients from the Danville, IL ZIP codes 61832 and 61834. 76 CKD patients from the Danville ZIP code of 61834 have been identified in support of this application. See Appendix - 1. Based upon attrition due to patient death, transplant, or return of function, it is projected that 30 of these 76 patients will require dialysis within 12 to 24 months of project completion. Assuming State Board approval of the additional stations, this represents a 90.3% utilization rate, which exceeds the State's 80% standard.

4. Source Information

U.S. Census Bureau, American FactFinder, Fact Sheet, available at http://factfinder.census.gov/home/saff/main.html?_lang=en.

CENTERS FOR DISEASE CONTROL & PREVENTION, NATIONAL CENTER FOR CHRONIC DISEASE PREVENTION AND HEALTH PROMOTION, National Chronic Kidney Disease Fact Sheet, 2017 (2017) available at https://www.cdc.gov/diabetes/pubs/pdf/kidney_factsheet.pdf.

US Renal Data System, USRDS 2016 Annual Data Report: Epidemiology of Kidney Disease in the United States, National Institutes of Health, National Institute of Diabetes and Digestive and Kidney Diseases, Bethesda, MD, 39 (2016) available at <https://www.usrds.org/2016/view/Default.aspx>.

THE HENRY J. KAISER FAMILY FOUNDATION, TOTAL MARKETPLACE ENROLLMENT available at <http://www.kff.org/healthreform/stateindicator/totalmarketplaceenrollment/?currentTimeframe=0&sortModel=%7B%22colId%22:%22Location%22,%22sort%22:%22asc%22%7D>.

Mohammed P. Hossian, M.D. et al., *CKD and Poverty: A Growing Global Challenge*, 53 Am. J. Kidney Disease 166, 167 (2009) available at [http://www.ajkd.org/article/S0272-6386\(08\)01473-X/fulltext](http://www.ajkd.org/article/S0272-6386(08)01473-X/fulltext) (last visited Dec. 27, 2017).

5. The additions will ensure continued access to life sustaining dialysis is available to dialysis patients in Danville and the surrounding areas. As previously discussed, there is only one other dialysis facility within 40 miles of Vermilion County Dialysis. Over the past two years, patient census for the two facilities increased by 31 patients (or a compound annual growth rate of 18%). Based upon historical utilization, 43 additional patients (or 152 total patients) are projected to initiate dialysis within the next two years. To treat this new influx of patients, 5 additional stations (or 43 total stations) are needed. This project is narrowly tailored to address the growing need for dialysis in Danville and the surrounding area.
6. The Applicants anticipate the expanded Vermilion County Dialysis will have quality outcomes comparable to other DaVita facilities. Additionally, in an effort to better serve all kidney patients, DaVita believes in requiring all providers measure outcomes in the same way and report them in a timely and accurate basis or be subject to penalty. There are four key measures that are the most common indicators of quality care for dialysis providers: dialysis adequacy, fistula use rate, nutrition and bone and mineral metabolism. Adherence to these standard measures has been directly linked to 15-20% fewer hospitalizations. On each of these measures, DaVita has demonstrated superior clinical outcomes, which directly translated into a 7% reduction in hospitalizations among DaVita patients.



HRSA Data Warehouse

Health Resources & Services Administration

Topic Areas	Tools	Data	FAQs & Resources	About HDW	HRSA.gov
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[Home](#) > [Tools](#) > [Analyzers](#) > Find Shortage Areas by Address

Shortage Designations and Scores Set for 2018 Loan Repayment Program Application Cycles

Daily updates of Health Professional Shortage Area (HPSA) data have been suspended and HPSA scores locked for the National Health Service Corps and NURSE Corps Loan Repayment Programs' new award application cycle. Daily HPSA data updates to the HRSA Data Warehouse are scheduled to resume in Spring 2018. Please direct any questions to your [State Primary Care Office](#) or the appropriate Shortage Designation Project Officer.

Find Shortage Areas by Address Results

Input address: 26 E West Newell Street, Danville, Illinois
Geocoded address: 26 E West Newell Rd, Danville, Illinois, 61834

[Start Over](#)

HPSA Data as of 1/1/2018

MUA Data as of 3/7/2018

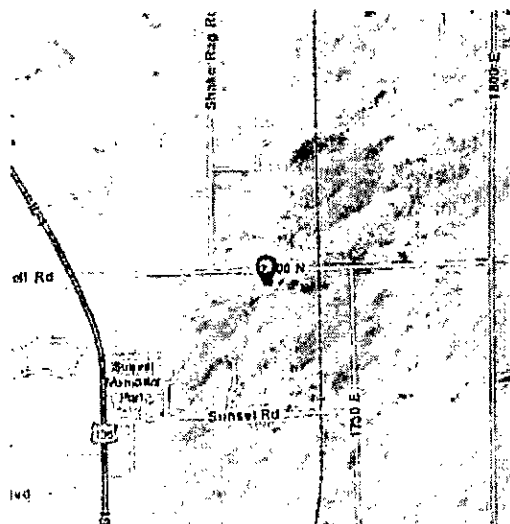
[\(+\)](#) [More about this address.](#)

In a Dental Health HPSA: Yes
HPSA Name: Low Income - Vermilion County
ID: 6172305050
Designation Type: Hpsa Population
Status: Designated
Score: 12
Designation Date: 07/19/2001
Last Update Date: 10/28/2017

In a Mental Health HPSA: Yes
HPSA Name: Catchment Area 03-07-07
ID: 7177808958
Designation Type: Hpsa Geographic
Status: Designated
Score: 17
Designation Date: 07/19/2001
Last Update Date: 10/28/2017

In a Primary Care HPSA: Yes
HPSA Name: Low Income-Danville Service Area
ID: 1177457415
Designation Type: Hpsa Population
Status: Designated
Score: 18
Designation Date: 09/17/2001
Last Update Date: 12/26/2017

In a MUA/P: No



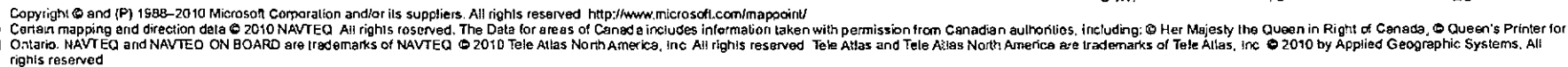
Click on the image to see an expanded map view.

Notes: The address entered is geocoded and then compared against the HPSA and MUA/P data in the HRSA Data Warehouse. Due to geoprocessing limitations, the designation cannot be guaranteed to be 100% accurate and does not constitute an official determination.

Attachment - 12A

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Attachment - 12B



Section III, Background, Purpose of the Project, and Alternatives
Criterion 1110.230(c) – Background, Purpose of the Project, and Alternatives

Alternatives

The Applicants considered three options prior to determining to expand Vermilion County Dialysis by four stations. The options considered are as follows:

1. Do Nothing/Maintain Status Quo
2. Utilize Other Facilities
3. Expand Vermilion County Dialysis

After exploring these options, which are discussed in more detail below, the Applicants decided to expand the existing dialysis facility. A review of each of the options considered and the reasons they were rejected follows.

Do Nothing/Maintain the Status Quo

Since its Medicare Certification on February 16, 2017, Vermilion County Dialysis has experienced tremendous growth. In less than one year, the patient census at Vermilion County Dialysis increased to 35 patients for a utilization rate of 72.9%. Eleven patients were added in the fourth quarter of 2017, which increased utilization by 45.8%.

There is only one other dialysis facility within 40 miles of Vermilion County Dialysis. As of December 31, 2017, average utilization of the two Danville area dialysis facilities was 67.3%. Importantly, over the past two years, patient census for the two facilities increased by 31 patients (or a compound annual growth rate of 18%). Based upon historical utilization, 43 additional patients (or 152 total patients) are projected to initiate dialysis within the next two years. Without the additional stations, average utilization of the existing dialysis facilities will reach 94%.

Further, the majority of existing and projected ESRD patients reside in Danville and the immediate area. Due to comorbidities, these patients need access to a nearby in-center hemodialysis facility. If patients are required to travel outside their communities, they miss dialysis treatments due to transportation access issue. This results in involuntary non-compliance, which can lead to higher rates of hospitalization and increased mortality.

Additional stations are warranted to ensure the existing facilities operate at optimal level.

There is no capital cost with this alternative

Utilize Existing Facilities

Utilization of existing facilities to accommodate growing need for dialysis is not feasible. As noted above, There is only one other dialysis facility within 40 miles of Vermilion County Dialysis. As of December 31, 2017, average utilization of the two Danville area dialysis facilities was 67.3%. Importantly, over the past two years, patient census for the two facilities increased by 31 patients (or a compound annual growth rate of 18%). Based upon historical utilization, 43 additional patients (or 152 total patients) are projected to initiate dialysis within the next two years. Without the additional stations, average utilization of the existing dialysis facilities will reach 94%

Further, it's important to note that, Vermilion County Dialysis was approved partially due to selective admission practices of the other Danville facility. Accordingly, utilizing existing facilities is not a viable option.

There is no capital cost with this alternative.

Expand Vermilion County Dialysis

DaVita determined that the most effective and efficient way to serve current and future patients is to expand Vermilion County Dialysis. Thus, the Applicants selected this option.

The cost associated with this option is **\$1,223,611**.

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(a), Size of the Project

The Applicants propose to add 4 stations to an existing 8-station dialysis facility for a total of 12 stations. Pursuant to Section 1110, Appendix B of the State Board's rules, the State standard is 360-520 gross square feet per dialysis station for a total of 4,320 – 6,240 gross square feet for 12 dialysis stations. The total gross square footage of the clinical space of Vermilion County Dialysis is 5,050 gross square feet (or 420.83 GSF per station). Accordingly, the proposed facility meets the State standard per station.

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?
ESRD	5,050	4,320 – 6,240	N/A	Meets State Standard

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(b), Project Services Utilization

By the second year of operation, annual utilization at the expanded Vermilion County Dialysis shall exceed State Board's utilization standard of 80%. Pursuant to Section 1100.630(c) of the State Board's rules, facilities providing in-center hemodialysis should operate their dialysis stations at or above an annual utilization rate of 80%, assuming three patient shifts per day per dialysis station, operating six days per week. Dr. Ulozas is currently treating 506 pre-ESRD patients from the Danville zip codes 61832 and 61834. 76 CKD patients from the Danville zip code of 61834 have been identified in support of this application. See Appendix - 1. Based upon attrition due to patient death, transplant, or return of function, it is projected that 30 of these 76 patients will require dialysis within 12 to 24 months of project completion.

Table 1110.234(b)					
Utilization					
	Dept./ Service	Historical Utilization (Treatments)	Projected Utilization	State Standard	Met Standard?
2016 ¹	ESRD	93	N/A	N/A	N/A
2017 ²	ESRD	2,594	N/A	5,242	No
Year 2 ³	ESRD	N/A	10,140	8,986	Yes

¹ Treatment data for 2016 was prior to the facility obtaining Medicare Certification.

² The State Standard for 2017 was based upon 8-stations in operation for 10 ½ months. The Medicare Certification date for the facility was February 16, 2017.

³ 2017 treatment standard was based upon 8-stations. Year 2 post-operation standard is to be based upon 12-stations.

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(c), Unfinished or Shell Space

This project will not include unfinished space designed to meet an anticipated future demand for services. Accordingly, this criterion is not applicable.

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(d), Assurances

This project will not include unfinished space designed to meet an anticipated future demand for services. Accordingly, this criterion is not applicable.

Section VII, Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(c)(2), Planning Area Need

1. Service to Planning Area Residents

Vermilion County Dialysis is located within a HPSA as designated by HRSA. The purpose of the project is to ensure that the ESRD patient population of Danville and the surrounding communities have access to life sustaining dialysis. As shown in Table 110.1430(c)(2) below, Dr. Ulozas' practice has referred 29 new patients for dialysis to the existing Vermilion County facility during the most recent 22 months (through Q4 2017). 28 of the 29 patients (or 96.6%) of the projected patients reside within the Vermilion County Dialysis geographic service area ("GSA"). Accordingly this project will serve the residents of the GSA.

Table 110.1430(c)(2)		
New Patients by Zip Code to Vermilion County Dialysis		
Zip Code	City	Patients
60942	Hoopeston	3
60960	Rankin	1
60963	Rossville	1
61832	Danville	18
61834	Danville	2
61858	Oakwood	1
61883	Westville	2
47917	Ambia, IN	1
Total		29

Section VII, Service Specific Review Criteria**In-Center Hemodialysis****Criterion 1110.1430(c)(4), Expansion of In-Center Hemodialysis**

Since its Medicare Certification on February 16, 2017, Vermilion County Dialysis has experienced tremendous growth. In less than one year, the patient census increased to 35 patients for a utilization rate of 72.9%. Eleven patients were added in the fourth quarter of 2017 alone. The proposed stations will allow Vermilion County Dialysis to continue operate at an optimal level while accommodating the future need of dialysis services in Danville and the surrounding area.

As of December 31, 2017, Vermilion County Dialysis had a census of 35 patients. Dr. Ulozas is currently treating 506 pre-ESRD patients from the Danville, IL zip codes 61832 and 61834. 76 CKD patients from the Danville zip code of 61834 have been identified in support of this application. See Appendix - 1. Based upon attrition due to patient death, transplant, or return of function, it is projected that 30 of these 76 patients will require dialysis within 12 to 24 months of project completion. Assuming State Board approval of the additional stations, this represents a 90.3% utilization rate.

A summary of pre-ESRD patients projected to be referred to the proposed dialysis facility within the first two years after project completion is provided in Table 1110.1430(c)(4) below.

Table 1110.1430(c)(4) Projected Pre-ESRD Patient Referrals by Zip Code	
Zip Code	Total Patients
61834	76
Total	76

Section VII, Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(f), Staffing

1. Vermilion County Dialysis is staffed in accordance with all State and Medicare staffing requirements.
 - a. Medical Director: Erlandas Ulozas, M.D. serves as the Medical Director for Vermilion County Dialysis. A copy of Dr. Ulozas' curriculum vitae is attached at Attachment – 26A.
 - b. As discussed throughout this application, the Applicants seek authority to expand their existing 8-station dialysis facility by 4-stations, resulting in a 12-station dialysis facility. Vermilion County Dialysis is Medicare certified and fully staffed with a medical director, administrator, registered nurses, patient care technicians, social worker, and registered dietitian.
2. All staff is training under the direction of Vermilion County Dialysis' Governing Body, utilizing DaVita's comprehensive training program. DaVita's training program meets all State and Medicare requirements. The training program includes introduction to the dialysis machine, components of the hemodialysis system, infection control, anticoagulation, patient assessment/data collection, vascular access, kidney failure, documentation, complications of dialysis, laboratory draws, and miscellaneous testing devices used. In addition, it includes in-depth theory on the structure and function of the kidneys; including, homeostasis, renal failure, ARF/CRF, uremia, osteodystrophy and anemia, principles of dialysis; components of hemodialysis system; water treatment; dialyzer reprocessing; hemodialysis treatment; fluid management; nutrition; laboratory; adequacy; pharmacology; patient education, and service excellence. A summary of the training program is attached at Attachment – 26B.
3. As set forth in the letter from Arturo Sida, Assistant Corporate Secretary of DaVita Inc., attached at Attachment – 26C, Vermilion County Dialysis will maintain an open medical staff.

Erlandas Ulozas, MD

**Division of Nephrology
Carle Physicians Group
611 W. Park
Urbana, IL 61801
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erlandas.ulozas@carle.com**

EXPERIENCE:

2009- present Physician, Division of Nephrology, Carle Physicians Group, Urbana, IL
2012- present Medical Director, DaVita Danville Home Dialysis, Danville, IL
2016-present Medical Director, DaVita Vermillion County Dialysis, Danville, IL
2006-2009 Assistant Professor, Division of Nephrology, Medical University of South Carolina, Charleston, SC
2005-2009 Co-Medical Director, DCI Azalea Dialysis Clinic, N. Charleston, SC
2006-2009 Medical Director, DCI Goose Creek Dialysis Clinic, Goose Creek, SC
2006-2009 Director, Renal Clinic, Medical University of South Carolina, Charleston, SC
2004-2006 Clinical Instructor, Division of Nephrology, Medical University of South Carolina, Charleston, SC

EDUCATION AND TRAINING:

2002-2004 Fellowship in Nephrology, Loyola University Medical Center, Maywood, IL

2001-2002 Chief Resident, Internal Medicine Residency Program, Michael Reese Hospital, Chicago, IL

1998-2001 Residency in Internal Medicine, Michael Reese Hospital, Chicago, IL

1996-1998 Fellowship in Nephrology, Kaunas Medical Academy Hospital, Kaunas, Lithuania

1994-1996 Residency in Internal Medicine, Kaunas Medical Academy Hospital, Kaunas, Lithuania

1993-1994 Internship, Kaišiadorys District Hospital, Kaišiadorys, Lithuania

1987-1993 M.D. degree, Kaunas Medical Academy, Kaunas, Lithuania

ERLANDAS ULOZAS, MD

BOARD CERTIFICATION:

ABIM certification in Internal Medicine, Certified

ABIM certification in Nephrology, Certified, Meeting MOC Requirements

PUBLICATIONS:

Sam R, Sahani M, Ulozas E, Leehey DJ, Ing TS, Gandhi VC. Utility of a peritoneal dialysis leukocyte test strip in the diagnosis of peritonitis. Artificial Organs 2002 Jun; 26(6):546-8

Ulozas E, Chebrolu SB., Shanaah A, Daoud TM, Leehey D J. Ing TS. Symptomatic Hypocalcemia Due to the Inadvertent Use of a Calcium-free Hemodialysate. Artificial Organs 2004 Feb; 28(2):229-231

Ulozas E, Taylor TP, Arthur JM. Urinary Interleukin-18 Levels Predict the Progression of Chronic Kidney Disease, ASN abstract, JASN 2007 Oct; 18: 940A

PROFESSIONAL SOCIETY MEMBERSHIPS:

American Society of Nephrology

**TITLE: BASIC TRAINING IN-CENTER HEMODIALYSIS PROGRAM
OVERVIEW**

Mission

DaVita's Basic Training Program for In-center Hemodialysis provides the instructional preparation and the tools to enable teammates to deliver quality patient care. Our core values of *service excellence, integrity, team, continuous improvement, accountability, fulfillment and fun* provide the framework for the Program. Compliance with State and Federal Regulations and the inclusion of DaVita's Policies and Procedures (P&P) were instrumental in the development of the program.

Explanation of Content

Two education programs for the new nurse or patient care technician (PCT) are detailed in this section. These include the training of new DaVita teammates **without** previous dialysis experience and the training of the new teammates **with** previous dialysis experience. A program description including specific objectives and content requirements is included.

This section is designed to provide a *quick reference* to program content and to provide access to key documents and forms.

The **Table of Contents** is as follows:

- I. Program Overview (TR1-01-01)
- II. Program Description (TR1-01-02)
 - Basic Training Class ICHD Outline (TR1-01-02A)
 - Basic Training Nursing Fundamentals ICHD Class Outline (TR1-01-02B)
 - DVU2069 Enrollment Request (TR1-01-02C)
- III. Education Enrollment Information (TR1-01-03)
- IV. Education Standards (TR1-01-04)
- V. Verification of Competency
 - New teammate without prior experience (TR1-01-05)
 - New teammate with prior experience (TR1-01-06)
 - Medical Director Approval Form (TR1-01-07)
- VI. Evaluation of Education Program
 - Basic Training Classroom Evaluation (Online)
 - Basic Training Nursing Fundamentals ICHD Classroom Evaluation (Online)
- VII. Additional Educational Forms
 - New Teammate Weekly Progress Report for the PCT (TR1-01-09)
 - New Teammate Weekly Progress Report for Nurses (TR1-01-10)
 - Training hours tracking form (TR1-01-11)
- VIII. Initial and Annual Training Requirements for Water and Dialysate Concentrate (TR1-01-12)

**TITLE: BASIC TRAINING FOR IN-CENTER HEMODIALYSIS
PROGRAM DESCRIPTION**

Introduction to Program

The Basic Training Program for In-center Hemodialysis is grounded in DaVita's Core Values. These core values include a commitment to providing *service excellence*, promoting *integrity*, practicing a *team* approach, systematically striving for *continuous improvement*, practicing *accountability*, and experiencing *fulfillment* and *fun*.

The Basic Training Program for In-center Hemodialysis is designed to provide the new teammate with the theoretical background and clinical skills necessary to function as a competent hemodialysis patient care provider.

DaVita hires both non-experienced and experienced teammates. Newly hired teammates must meet all applicable State requirements for education, training, credentialing, competency, standards of practice, certification, and licensure in the State in which he or she is employed. For individuals with experience in the armed forces of the United States, or in the national guard or in a reserve component, DaVita will review the individual's military education and skills training, determine whether any of the military education or skills training is substantially equivalent to the Basic Training curriculum and award credit to the individual for any substantially equivalent military education or skills training.

A non-experienced teammate is defined as:

- A newly hired patient care teammate without prior in-center hemodialysis experience.
- A rehired patient care teammate who left prior to completing the initial training.
- A newly hired or rehired patient care teammate with previous incenter hemodialysis experience who has not provided at least 3 months of hands on dialysis care to patients within the past 12 months.
- A DaVita patient care teammate with experience in a different treatment modality who transfers to in-center hemodialysis. Examples of different treatment modalities include acute dialysis, home hemodialysis, peritoneal dialysis, and pediatric dialysis.

An experienced teammate is defined as:

- A newly hired or rehired teammate who is either certified in hemodialysis under a State certification program or a national commercially available certification program, or can show proof of completing an in-center hemodialysis training program,
- And has provided at least 3 months of hands on in-center hemodialysis care to patients within the past 12 months.

Note:

Experienced teammates who are rehired outside of a 90 day window must complete the required training as outlined in this policy.

Training Program Manual
Basic Training for In-center Hemodialysis
DaVita, Inc.

TR1-01-02

The curriculum of the Basic Training Program for In-center Hemodialysis is modeled after Federal Law and State Boards of Nursing requirements, the American Nephrology Nurses Association Core Curriculum for Nephrology Nursing, and the Board of Nephrology Examiners Nursing and Technology guidelines. The program also incorporates the policies, procedures, and guidelines of DaVita HealthCare Partners Inc.

“Day in the Life” is DaVita’s learning portal with videos for RNs, LPN/LVNs and patient care technicians. The portal shows common tasks that are done throughout the workday and provides links to policies and procedures and other educational materials associated with these tasks thus increasing teammates’ knowledge of all aspects of dialysis. It is designed to be used in conjunction with the “Basic Training Workbook.”

Program Description

The education program for the newly hired patient care provider teammate **without prior dialysis experience** is composed of at least (1) 120 hours didactic instruction and a minimum of (2) 240 hours clinical practicum, unless otherwise specified by individual state regulations.

The **didactic phase** consists of instruction including but not limited to lectures, readings, self-study materials, on-line learning activities, specifically designed in-center hemodialysis workbooks for the teammate, demonstrations, and observations. This education may be coordinated by the Clinical Services Specialist (CSS), a nurse educator, the administrator, or the preceptor.

Within the clinic setting this training includes

- Principles of dialysis
- Water treatment and dialysate preparation
- Introduction to the dialysis delivery system and its components
- Care of patients with kidney failure, including assessment, data collection and interpersonal skills
- Dialysis procedures and documentation, including initiation, monitoring, and termination of dialysis
- Vascular access care including proper cannulation techniques
- Medication preparation and administration
- Laboratory specimen collection and processing
- Possible complications of dialysis
- Infection control and safety
- Dialyzer reprocessing, if applicable

The program also introduces the new teammate to DaVita Policies and Procedures (P&P), and the Core Curriculum for Dialysis Technicians.

Training Program Manual
Basic Training for In-center Hemodialysis
DaVita, Inc.

TR1-01-02

The **didactic phase** also includes classroom training with the CSS or nurse educator. Class builds upon the theory learned in the Workbooks and introduces the students to more advanced topics. These include:

- Acute Kidney Injury vs. Chronic Renal Failure
- Adequacy of Hemodialysis
- Complications of Hemodialysis
- Conflict Resolution
- Data Collection and Assessment
- Documentation & Flow Sheet Review
- Fluid Management
- Importance of P&P
- Infection Control
- Laboratory
- Manifestations of Chronic Renal Failure
- Motivational Interviewing
- Normal Kidney Function vs. Hemodialysis
- Patient Self-management
- Pharmacology
- Renal Nutrition
- Role of the Renal Social Worker
- Survey Savvy for Teammates
- The DaVita Quality Index
- The Hemodialysis Delivery System
- Vascular Access
- Water Treatment

Also included are workshops, role play, and instructional videos. Additional topics are included as per specific state regulations.

Theory class concludes with the *DaVita Basic Training Final Exam*. A comprehensive examination score of 80% (unless state requires a higher score) must be obtained to successfully complete this portion of the didactic phase.

The *DaVita Basic Training Final Exam* can be administered as a paper-based exam by the instructor in a classroom setting, or be completed online (DVU2069-EXAM) either in the classroom or in the facility. If the exam is completed in the facility, the new teammate's preceptor will proctor the online exam.

If a score of less than 80% is attained, the teammate will receive additional appropriate remediation and a second exam will be given. The second exam may be administered by the instructor in the classroom setting, or be completed online.

Training Program Manual
Basic Training for In-center Hemodialysis
DaVita, Inc.

TR1-01-02

Only the new teammate's manager will be able to enroll the new teammate in the online exam. The CSS or RN Trainer responsible for teaching Basic Training Class will communicate to the teammate's FA to enroll the teammate in DVU2069-EXAM. To protect the integrity of the online exam, the FA must enroll the teammate the same day he/she sits for the test and the exam must be proctored

Note:

- FA teammate enrollment in DVU2069-EXAM is limited to one time.

If the new teammate receives a score of less than 80% on the second attempt, this teammate will be evaluated by the administrator, preceptor, and educator to determine if completion of formal training is appropriate. If it is decided that the teammate should be allowed a third attempt to pass the exam, the teammate should receive appropriate remediation prior to enrollment in the online exam. The enrollment will be done by the Clinical Education and Training Team after submission of the completed form TRI-01-02C DVU2069-EXAM Enrollment Request. Enrollment will be communicated to the FA and the teammate should sit for the exam on the same day he/she is enrolled. The facility preceptor must proctor the exam.

Also included in the **didactic phase** is additional classroom training covering Health and Safety Training, systems/applications training, One For All orientation training, Compliance training, Diversity training, mandatory water classes, emergency procedures specific to facility, location of disaster supplies, and orientation to the facility.

The **clinical practicum phase** consists of supervised clinical instruction provided by the facility preceptor, and/or a registered nurse. During this phase the teammate will demonstrate a progression of skills required to perform the in-center hemodialysis procedures in a safe and effective manner. A *Procedural Skills Verification Checklist* will be completed to the satisfaction of the preceptor, and a registered nurse overseeing the training. The Basic Training Workbook for In-center Hemodialysis will also be utilized for this training and must be completed to the satisfaction of the preceptor and the registered nurse.

Those teammates who will be responsible for the Water Treatment System within the facility are required to complete the Mandatory Educational Water courses and the corresponding skills checklists.

Both the didactic phase and/or the clinical practicum phase will be successfully completed, along with completed and signed skills checklists, prior to the new teammate receiving an independent assignment. The new teammate is expected to attend all training sessions and complete all assignments and workbooks.

The education program for the newly hired patient care provider teammate **with previous dialysis experience** is individually tailored based on the identified learning needs. The initial orientation to the *Health Prevention and Safety Training* will be successfully completed prior to the new teammate working/receiving training in the clinical area. The new teammate will utilize the Basic

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DaVita, Inc.

TR1-01-02

Training Workbook for In-center Hemodialysis and progress at his/her own pace under the guidance of the facility's preceptor. This workbook should be completed within a timely manner as to also demonstrate acceptable skill-level.

As with new teammates without previous experience, the **clinical practicum phase** consists of supervised clinical instruction provided by the facility preceptor, and/or a registered nurse. During this phase the teammate will demonstrate the skills required to perform the in-center hemodialysis procedures in a safe and effective manner and a *Procedural Skills Verification Checklist* will be completed to the satisfaction of the preceptor, and a registered nurse overseeing the training.

Ideally teammates with previous experience will also attend Basic Training Class, however, they may opt-out of class by successfully passing the *DaVita Basic Training Final Exam* with a score of 80% or higher. The new experienced teammate should complete all segments of the workbook including the recommended resources reading assignments to prepare for taking the *DaVita Basic Training Final Exam* as questions not only assess common knowledge related to the in-center hemodialysis treatment but also knowledge related to specific DaVita P&P, treatment outcome goals based on clinical initiatives and patient involvement in their care.

After the new teammate with experience has sufficiently prepared for the *DaVita Basic Training Final Exam*, the teammate's manager will enroll him/her in the online exam. To protect the integrity of the exam, the FA must enroll the teammate the same day he/she sits for the test and the exam must be proctored by the preceptor.

If the new teammate with experience receives a score of less than 80% on the *DaVita Basic Training Final Exam*, this teammate will be required to attend Basic Training Class. After conclusion of class, the teammate will then receive a second attempt to pass the Final Exam either as a paper-based exam or online as chosen by the Basic Training instructor and outlined in the section for inexperienced teammates of this policy.

If the new teammate receives a score of less than 80% on the second attempt, this teammate will be evaluated by the administrator, preceptor, and educator to determine if completion of formal training is appropriate. If it is decided that the teammate should be allowed a third attempt to pass the exam, the teammate should receive appropriate remediation prior to enrollment in the online exam. This enrollment will be done by the Clinical Education and Training Team after submission of the completed form TR1-01-02C DVU2069-EXAM Enrollment Request. Enrollment will be communicated to the FA and the teammate should sit for the exam on the same day he/she is enrolled. The facility preceptor must proctor the exam.

The **didactic phase** for nurses regardless of previous experience includes three days of additional classroom training and covers the following topics:

- Nephrology Nursing, Scope of Practice, Delegation and Supervision, Practicing according to P&P

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DaVita, Inc.

TR1-01-02

- Nephrology Nurse Leadership
- Impact – Role of the Nurse
- Care Planning including developing a POC exercise
- Achieving Adequacy with focus on assessment, intervention, available tools
- Interpreting laboratory Values and the role of the nurse
- Hepatitis B – surveillance, lab interpretation, follow up, vaccination schedules
- TB Infection Control for Nurses
- Anemia Management – ESA Hyporesponse: a StarLearning Course
- Survey Readiness
- CKD-MBD – Relationship with the Renal Dietitian
- Pharmacology for Nurses – video
- Workshop
 - Culture of Safety, Conducting a Homeroom Meeting
 - Nurse Responsibilities, Time Management
 - Communication – Meetings, SBAR (Situation, Background, Assessment, Recommendation)
 - Surfing the VillageWeb – Important sites and departments, finding information

Independent Care Assignments

Prior to the new teammate receiving an independent patient-care assignment, the Procedural Skills Verification Checklist must be completed and signed and a passing score of the DaVita Basic Training Final Exam must be achieved.

Note:

Completion of the skills checklist is indicated by the new teammate in the LMS (RN: SKLINV1000, PCT: SKLINV2000) and then verified by the FA.

Following completion of the training, a *Verification of Competency* form will be completed (see forms TR1-01-05, TR1-01-06). In addition to the above, further training and/or certification will be incorporated as applicable by state law.

The goal of the program is for the trainee to successfully meet all training requirements. Failure to meet this goal is cause for dismissal from the training program and subsequent termination by the facility.

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DaVita, Inc.

TR1-01-02

Process of Program Evaluation

The In-center Hemodialysis Education Program utilizes various evaluation tools to verify program effectiveness and completeness. Key evaluation tools include the DaVita Basic Training Class Evaluation (TR1-01-08A) and Basic Training Nursing Fundamentals Evaluation (TR1-0108B), the New Teammate Satisfaction Survey and random surveys of facility administrators to determine satisfaction of the training program. To assure continuous improvement within the education program, evaluation data is reviewed for trends, and program content is enhanced when applicable to meet specific needs.



Kathryn Olson
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Re: Certification of Support Services

Dear Chair Olson:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 and pursuant to 77 Ill. Admin. Code § 1110.1430(g) that Vermilion County Dialysis will maintain an open medical staff.

I also certify the following with regard to needed support services:

- DaVita utilizes an electronic dialysis data system;
- Vermilion County Dialysis will have available all needed support services required by CMS which may consist of clinical laboratory services, blood bank, nutrition, rehabilitation, psychiatric services, and social services; and
- Patients, either directly or through other area DaVita facilities, will have access to training for self-care dialysis, self-care instruction, and home hemodialysis and peritoneal dialysis.

Sincerely,

A handwritten signature in black ink, appearing to read "Art Sida", is written over the signature line.

Print Name: Arturo Sida
Its: Assistant Corporate Secretary, DaVita Inc.
Secretary of Total Renal Care, Inc.

Subscribed and sworn to me
This ____ day of ____, 2018

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On March 5, 2018 before me, Kimberly Ann K. Burgo, Notary Public,
(here insert name and title of the officer)

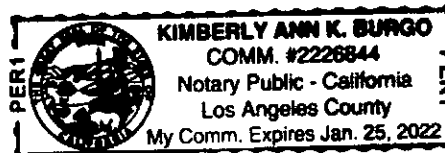
personally appeared *** Arturo Sida ***

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



OPTIONAL INFORMATION

Law does not require the information below. This information could be of great value to any person(s) relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: IL CON Application (DaVita Inc. / Total Renal Care, Inc. / Genesis KC Development, LLC)

Document Date: March 5, 2018 Number of Pages: 1 (one)

Signer(s) if Different Than Above: _____

Other Information: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name(s):

☐ Individual

☒ Corporate Officer Assistant Corporate Secretary / Secretary

(Title(s))

☐ Partner

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian/Conservator

☐ Other: _____

SIGNER IS REPRESENTING: Name of Person or Entity DaVita Inc. / Total Renal Care, Inc. / Genesis KC Development, LLC

Vermilion County Dialysis

Section VII, Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(g), Support Services

Attached at Attachment – 26C is a letter from Arturo Sida, Assistant Corporate Secretary of DaVita Inc. and Total Renal Care Inc., attesting that the proposed facility will participate in a dialysis data system, will make support services available to patients, and will provide training for self-care dialysis, self-care instruction, home and home-assisted dialysis, and home training.

Section VII, Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(k), Assurances

Attached at Attachment – 26D is a letter from Arturo Sida, Assistant Corporate Secretary, DaVita Inc. and Total Renal Care Inc., certifying that Vermilion County Dialysis will achieve target utilization by the second year after project completion.



Kathryn Olson
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Re: In-Center Hemodialysis Assurances

Dear Chair Olson:

Pursuant to 77 Ill. Admin. Code § 1110.1430(k), I hereby certify the following:

- By the second year after project completion, Vermilion County Dialysis expects to achieve and maintain 80% target utilization; and
- Vermilion County Dialysis also expects hemodialysis outcome measures will be achieved and maintained at the following minimums:
 - $\geq 85\%$ of hemodialysis patient population achieves urea reduction ratio (URR) $\geq 65\%$ and
 - $\geq 85\%$ of hemodialysis patient population achieves Kt/V Daugirdas II .1.2

Sincerely,

A handwritten signature in black ink, appearing to read "Arturo Sida", is written over a horizontal line.

Print Name: Arturo Sida
Its: Assistant Corporate Secretary, DaVita Inc.
Secretary of Total Renal Care, Inc.

Subscribed and sworn to me
This ____ day of ____, 2018

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On March 5, 2018 before me, Kimberly Ann K. Burgo, Notary Public,
(here insert name and title of the officer)

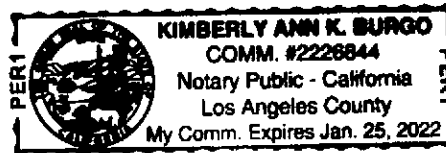
personally appeared *** Arturo Sida ***

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~; and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



OPTIONAL INFORMATION

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Signer's Name(s):

☐ Individual

☒ Corporate Officer Assistant Corporate Secretary / Secretary

(Title(s))

☐ Partner

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian/Conservator

☐ Other: _____

SIGNER IS REPRESENTING: Name of Person or Entity DaVita Inc. / Total Renal Care, Inc. / Genesis KC Development, LLC

Vermilion County Dialysis

Section VIII, Financial Feasibility
Criterion 1120.120 Availability of Funds

The project will be funded entirely with cash and cash equivalents, and Genesis KC Development LLC, a co-applicant, will be the site owner. A copy of DaVita's 2017 10-K Statement evidencing sufficient internal resources to fund the project was previously submitted on March 6, 2018. A copy of the lease for the existing Vermilion County Dialysis is attached at Attachment – 34.

LEASE AGREEMENT

BY AND BETWEEN

GENESIS KC DEVELOPMENT, LLC ("LANDLORD")

AND

TOTAL RENAL CARE, INC. ("TENANT")

FOR SPACE AT WEST NEWELL ROAD, DANVILLE, IL

(near the intersection of North Vermillion Street)

Dated: August 31, 2015

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EXHIBIT F	-	FORM OF MEMORANDUM OF LEASE
EXHIBIT G	-	FORM OF GUARANTY
EXHIBIT H	-	FORM OF LEASE AMENDMENT – FINAL RENT
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SCHEDULE 2	-	RENT CALCULATION

DATA SHEET

Landlord: GENESIS KC DEVELOPMENT, LLC,
a Delaware limited liability company

Address of Landlord: c/o DaVita HealthCare Partners Inc.
Attn: Real Estate Legal
2000 16th Street
Denver, CO 80202

concurrently to:
relegal@davita.com
Subject: Danville, IL (#11289)

Address for Payment of Rent: P.O. Box 1476,
Tacoma, Washington 98401-1476
Attention: Rent Department

concurrently to:
rentdepartment@davita.com

Tenant: TOTAL RENAL CARE, INC.

Address of Tenant: c/o DaVita HealthCare Partners Inc.
Attn: Real Estate Legal
2000 16th Street
Denver, CO 80202

concurrently to:
relegal@davita.com
Subject: Danville, IL (11289)

Premises Address: WEST NEWELL ROAD, DANVILLE, IL

Building Rentable Area: approximately 5,800 rentable square feet

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), made and entered into as of the August 31, 2015 (the "Effective Date") by and between GENESIS KC DEVELOPMENT, LLC, a Delaware limited liability company ("Landlord"), and TOTAL RENAL CARE, INC., a California corporation registered to do business in the State of Illinois ("Tenant").

WITNESSETH:

WHEREAS, Landlord has entered into, or concurrently herewith will enter into, a purchase agreement to acquire that certain real property located on West Newell Road, Danville, Illinois (the "Property"), as more particularly described on Exhibit A, together with all improvements thereon and appurtenant rights thereto including, without limitation, parking areas, easements, declarations and rights of way;

WHEREAS, subject to Landlord's acquisition of the Property described in Exhibit A, Landlord desires to demise, lease and rent unto Tenant, and Tenant desires to rent and lease from Landlord the Property, together with a to be constructed building (the "Building") and all improvements thereon and appurtenant rights thereto including, without limitation, parking areas, easements, declarations and rights of way as shown on the site plan attached as Exhibit B; and

WHEREAS, Tenant shall lease and occupy the entire Property and Building (collectively, the "Premises") to consist of approximately 5,800 rentable square feet (the "Building Rentable Area") and including without limitation, all heating, venting, air conditioning, mechanical, electrical, elevator and plumbing systems, roofs, walls, foundations, fixtures, an overhead dock door and that certain number of non-exclusive parking spaces per rentable square foot of the Premises, including handicapped-striped spaces, as set forth in Section 23 and as may be required by applicable Laws (as defined in Section 12).

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, Landlord does hereby demise, lease and rent unto Tenant and Tenant does hereby rent and lease from Landlord the Premises, under and pursuant to the following terms and conditions:

1. **Demise; Premises.** Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, the Premises and all easements and appurtenances related thereto, for the rents, covenants and conditions (including limitations, restrictions and reservations) hereinafter provided, together with parking for Tenant's employees, patients and invitees in the locations shown on Exhibit A and the nonexclusive right to use all common areas.

2. **Term and Delivery of Premises.**

2.1 Term. The term of this Lease shall be for 183 months (the "Term") and shall commence upon the date that Tenant obtains all licenses and permits necessary to conduct its business in the Premises, including, but not limited to, the necessary certificate of occupancy from the applicable municipality for the Premises (the "Commencement Date"). The expiration date of the Term shall be the last day of the 183th month following the Commencement Date (the "Termination Date"), unless the Term is renewed in which event the Termination Date shall extend to the end of such exercised renewal period(s). Each full 12 month period beginning on the first day of the month in which the Commencement Date occurs or any anniversary thereof shall be called a "Lease Year." Upon determination of the Possession Date and Commencement Date, Landlord shall complete, execute and forward a Commencement Date Memorandum in the form attached as Exhibit C to Tenant for Tenant's approval and execution.

2.2 Possession Date; Delay in Delivery. Landlord shall deliver possession of the Premises to Tenant upon substantial completion (as such phrase is defined in Exhibit A-1) of Landlord's Work. The date on which Landlord delivers possession of the Premises to Tenant with all of Landlord's Work substantially completed is the "Possession Date". If the Actual Possession Date does not occur within 120 days following the Effective Date (the "Estimated Possession Date"), then Tenant may elect one to exercise one of the following rights: (i) to terminate this Lease by written notice to Landlord prior to the Possession Date; or (ii) to receive a rent credit in an amount equal to two days' Rent and Additional Rent (both as defined below, in an amount equal to the applicable rate for periods following any rent abatement) for each day or part thereof in the delay in substantial completion of Landlord's Work and delivery of the Premises beyond the Estimated Possession Date. Tenant may, but shall not be obligated to, accept possession of the Premises prior to the Estimated Possession Date. Furthermore, in no event shall the time period used for calculating the Commencement Date begin to accrue prior to the Possession Date.

3. Rent. Beginning on the date which is three months following receipt of Tenant's final certificate of occupancy for the Premises (the "Rent Commencement Date"), Tenant shall pay as initial annual base rent ("Rent") \$143,334.00, based on a \$24.71 per rentable square foot amount for each square foot of Building Rentable Area, as finally determined under this Section 3. Tenant shall pay such Rent in monthly installments in the amount of \$11,944.50, in advance, on the first day of each calendar month commencing upon the Rent Commencement Date and continuing throughout the Term, such monthly installment and any Additional Rent or other charges to be prorated for any partial calendar month in which the Rent Commencement Date or Termination Date occurs. On the fifth anniversary of the Rent Commencement Date and each five years thereafter during the Term, the Rent shall be increased by 10% per rentable square foot over the Rent for the prior Lease Year. All amounts (unless otherwise provided herein) other than Rent and the adjustments thereto described in this Section 3 and Section 4 below owed by Tenant to Landlord hereunder shall be deemed Additional Rent. As a condition to payment of Rent or Additional Rent, Landlord shall

provide Tenant with a completed Form W-9 Request for Taxpayer Information and Certification and an executed Commencement Date Memorandum in the form attached as Exhibit C. Tenant shall have no obligation to pay Rent, Additional Rent or any other charge due under this Lease until it receives or mutually agrees upon a Commencement Date Memorandum executed by Landlord. Upon any assignment by Landlord of its rights, title and interest in and to this Lease, Landlord shall cause such successor landlord to deliver a completed Form W-9 to Tenant.

Actual rentable square footage for the Premises will be determined with all measurements computed in accordance with *Retail Buildings: Standard Method of Measurement* (ANSI/BOMA Z65.5-2010), as promulgated by The Building Owners and Managers Association International. Tenant may elect to have the space measured prior to the Commencement Date or during the first Lease Year. If the rentable square footage of the Premises is found to be greater or less than the rentable square footage shown in this Lease, then Rent and other provisions of this Lease which are based on the Building Rentable Area shall be adjusted accordingly.

Landlord and Tenant acknowledge that the initial Rent hereunder is calculated as a percentage (i.e., a pre-established rent multiplier constant) of the estimated total hard and soft costs incurred by Landlord in connection with Landlord's acquisition of the Property and development thereof (collectively, the "Project Costs"), and the initial Rent shown above in this Section 3 has been calculated as shown on Schedule 2 attached to this Lease. Upon delivery of the Premises, the parties shall recalculate the initial Rent based on the final actual Project Costs and the rent multiplier constant as shown on Schedule 2 and shall enter into an amendment to this Lease in the form of Exhibit H attached to this Lease to document any necessary changes in the initial Rent which shall be retroactive and effective as of the Commencement Date.

Except as otherwise provided in this Lease, it is the intention of the parties that Landlord shall receive Rent, Additional Rent and all other sums payable by Tenant under this Lease free of all taxes, expenses, charges, damages and deductions of any nature whatsoever (except as otherwise provided herein). Tenant shall, however, be under no obligation to pay principal or interest on any mortgage on the fee of the Premises, penalties or interest for late or partial payment nor any income, franchise, margin, inheritance, estate, transfer, excise, gift or capital gain taxes, that are or may be payable by Landlord or that may be imposed against Landlord or against the rents payable hereunder, or succession tax by reason of any present, future or retroactive law which may be enacted during the Term.

If Landlord does not receive any payment of Rent or Additional Rent on or before the fifth business day following the day it is due, then Tenant shall pay a late fee ("Late Fee") equal to 5% of the amount overdue, to compensate Landlord for the loss of the use of the amount not paid and the administrative costs caused by the delinquency. Notwithstanding the foregoing, Landlord will not impose a Late Fee as to the first late payment in any Lease Year, unless Tenant fails to pay the late payment to Landlord

within five days after the delivery of a written notice from Landlord to Tenant demanding the late payment be paid. However, Landlord may impose a Late Fee without advance notice to Tenant on any subsequent late payment in the same Lease Year. Interest shall accrue on all sums not paid when due hereunder at the lesser of: (a) the highest rate allowed by law; or (b) an interest rate equal to the Prime Rate as published in The Wall Street Journal from time to time plus 2%, from the due date until paid; provided that interest shall not be assessed on any Late Fee.

Upon request from Tenant, Landlord shall provide to Tenant electronically, true and accurate records of items that constitute Additional Rent, including without limitation repair and replacement costs, insurance, taxes, and other "Impositions" (as defined in Section 8 below). Tenant or its duly authorized representative shall have the right to request and inspect such records from time to time for a period of two years after the close of each calendar year. If any audit of Landlord's submitted reports shall disclose an overcharge, Landlord shall promptly pay to Tenant, within 30 days, the amount of such overcharge, and if such audit discloses an overcharge of more than 5%, Landlord shall reimburse Tenant its actual costs incurred in connection with such audit. The provisions of this paragraph shall survive the termination or expiration of this Lease.

"Tenant's Proportionate Share" is 100%. In the event that new space which is not occupied by Tenant is added to the Building or additional buildings are constructed on the Property, then Tenant's Proportionate Share shall be adjusted so that it equals the quotient obtained by dividing the Building Rentable Area set forth herein by the total rentable area of the Building, including the new space and/or the total rentable area of any additional buildings constructed on the Property, as applicable (collectively, the "New Building Rentable Area") and such adjustments shall be set forth in an amendment to this Lease. The New Building Rentable Area will be determined without exclusions or reference to whether such area is actually leased, leasable, occupable or occupied.

In addition, in the event any future development occurs on the Property ("Future Development") including, but not limited to, subdivision of the land on which the Premises are located and/or construction of new space in the Building or construction of additional buildings on the Property and the Project Costs were not prorated to exclude and/or proportionally reduce Project Costs related to any such anticipated Future Development, then upon commencement of such Future Development the parties shall enter into a mutually acceptable amendment to this Lease to reduce Rent (retroactive to the Commencement Date and through the remainder of the Term) to exclude or proportionately reduce, as applicable, Project Costs related to the Future Development. Landlord shall also enter into any amendment or other agreement necessary to ensure Tenant's continued use of and access to the Premises and to ensure Tenant's rights under this Lease are not impacted by the Future Development. Tenant shall not be responsible for any impositions related to Future Development property.

Should new space be constructed adjacent to the Premises and should Landlord lease space within the adjacent space to any tenant that materially impairs Tenant's ability to use the Premises for the Permitted Use, including but not limited to any business that involves loud noises, strong food or chemical odors, or is otherwise a nuisance, and the disruption continues for in excess of 30 days after notice to Landlord from Tenant, Tenant shall have the right to either (a) terminate this Lease, without any additional notice or cure period required under Section 17.2, upon 60 days' written notice specifying the effective date of Tenant's termination or (b) implement such control measures as it deems reasonable to isolate Tenant from such noise, odors, or other nuisance, at Landlord's expense. Provided that if the control measures are not successful, Tenant shall again have the right to terminate this Lease. Upon such termination, Landlord shall reimburse Tenant's unamortized leasehold improvement costs and the parties shall be relieved of all further obligations under this Lease, except those that expressly survive such termination.

4. Renewals. Tenant shall have the right and option to renew this Lease for two additional periods of five years each, next immediately ensuing after the expiration of the initial Term and the subsequent renewal period by notifying Landlord in writing not more than 24 months and not less than seven months before the expiration of the immediately preceding initial Term or subsequent renewal Term of Tenant's intention to exercise its option to renew. In the event Tenant so elects to extend this Lease, then, for such extended period of the Term, all of the terms, covenants and conditions of this Lease shall continue to be, and shall be, in full force and effect during such extended period of the Term, except for the Rent. Rent for the renewal Term shall be an amount equal to 110% of the current Rent prior to such renewal.

5. Condition of Premises. Landlord warrants to Tenant, for a period of one year after the Commencement Date that the existing systems and equipment constituting will be in good order and condition (the "Warranty Period"). Tenant shall give written notice to Landlord within 60 days after expiration of the Warranty Period of any condition with the systems and equipment of the Premises which Tenant reasonably determines to be defective or other than as represented by Landlord herein. Landlord will, upon receipt of such notice from Tenant, promptly repair such defective condition, at Landlord's cost and expense. In addition, Landlord shall be responsible for repairing, at Landlord's sole cost and expense, any latent, patent or structural construction defects in the Premises that may be discovered at any time during the Term.

6. Use of Premises. Subject to all applicable Laws, Tenant may exclusively occupy and use the Premises during the Term for purposes of the operation of an outpatient renal dialysis clinic, renal dialysis home training, aphaeresis services and similar blood separation and cell collection procedures, general medical offices, clinical laboratory, including all incidental, related and necessary elements and functions of other recognized dialysis disciplines which may be necessary or desirable to render a complete program of treatment to patients of Tenant and related office and

administrative uses or for any other lawful purposes not in conflict with any existing restrictions or covenants (the "Permitted Use"). Tenant may operate during such days and hours as Tenant may determine, without the imposition of minimum or maximum hours of operation by Landlord, and Tenant shall have exclusive use of and full-time access to the Premises, and may operate, up to 24 hours per day, seven days per week, year-round.

So long as no default by Tenant is continuing beyond any applicable notice and grace period, Landlord shall not sell, rent or permit any property owned, leased or controlled by Landlord or any affiliate of Landlord within a radius of five miles from the Premises to be occupied or used by a business that derives more than 10% of its revenues from renal dialysis, renal dialysis home training, any aphaeresis service(s) or similar blood separation or cell collection procedures, except services involving the collection of blood or blood components from volunteer donors. Landlord shall not display or permit to be displayed upon any such property within such radius any advertisement for any such business, other than Tenant's advertisement(s) for Tenant's business(es). Landlord further covenants that in any lease, sublease, license agreement or similar agreement hereafter executed by Landlord affecting any property owned, leased or controlled by Landlord within such radius, Landlord will insert a restrictive clause preventing such property from being used for any purposes herein prohibited. This paragraph shall survive for two years following the termination or expiration of this Lease.

7. Assignment/Subletting. Except for a Permitted Transfer (as defined below), Tenant shall not assign this Lease, or sublet the Premises, or any part thereof, without Landlord's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. Any denial by Landlord of such sublease or assignment by Tenant must be predicated upon a commercially reasonable basis for such denial. In considering a proposed assignment or sublet and Landlord's consent thereto, it shall not be unreasonable for Landlord to consider: (i) the financial condition of the proposed assignee or subtenant as applicable, relative to the financial obligations under the Lease; (ii) the business reputation of the assignee or subtenant, as applicable; (iii) the proposed use of the Premises by the proposed assignee or subtenant, as applicable; and (iv) whether an event of default shall have occurred and be continuing as of the date on which Tenant shall request Landlord's consent to such assignment or subletting.

Except for a Permitted Transfer, prior to any sublease or assignment, Tenant shall first notify Landlord in writing of its election to sublease all or a portion of the Premises or to assign this Lease or any interest hereunder. At any time within 30 days after service of such notice, Landlord shall notify Tenant that it consents or refuses to consent to the sublease or assignment. If Landlord fails to respond within such 30 day period, Tenant shall deliver a second written notice, and a failure by Landlord to respond within ten days after such second notice shall be deemed to be a consent.

Notwithstanding the foregoing, no consent of Landlord is required for Tenant to assign, sublet or otherwise transfer (by operation of law or otherwise) this Lease or any of its rights hereunder to: (a) any person, corporation, partnership or other entity which acquires all or substantially all of the business or assets of Tenant or equity in Tenant; (b) any person, corporation, partnership or other entity which controls, is controlled by or is under common control with Tenant; (c) any affiliate (within the meaning of such term as set forth in Rule 501 of Regulation D under the Federal Securities Act of 1933, as amended) of Tenant; or (d) any physician, person, corporation, partnership or other entity subleasing a portion of the Premises for purposes consistent with Tenant's Permitted Use (each, a "Permitted Transfer").

No assignment, sublease or other transfer, in whole or in part, of any Tenant's rights or obligations under this Lease shall release Tenant hereunder and Tenant shall remain responsible for performing Tenant's obligations hereunder should Tenant's assignee, subtenant or transferee fail to perform any such obligations, unless specifically provided otherwise by Landlord in writing. Landlord shall have no right to recapture any sublease or assignment space. Landlord and Tenant shall split (50/50) any net profits paid in connection with a sublease or assignment in excess of Tenant's Rent obligations hereunder, which profits shall be calculated after deducting all reasonable costs incurred by Tenant in connection with the space subject to the transfer.

8. Operating Expenses and Utilities.

8.1 Tenant shall promptly pay all real estate taxes, assessments, water and sewer charges and other governmental levies, and any applicable ownership association fees ("Impositions") against the Premises. The amount to be paid by Tenant on account of taxes during the first and last calendar years in which any portion of the Term falls shall be prorated per diem so that Tenant is liable only for so much of such taxes as the portion of the Term which falls within such calendar year bears to a full calendar year. In case of special taxes which may be payable in installments, only the amount of each installment payable during a calendar year shall be included in taxes for that calendar year, and any one time (as opposed to on-going) special assessments for public improvements having a useful economic life exceeding the remaining term of this Lease shall be prorated between Landlord and Tenant using a straight-line method, based on the proportion of that economic life falling within the remaining Term. Taxes shall not include any penalties or interest for late or partial payment if not caused by Tenant nor any income, franchise, margin, inheritance, estate, transfer, excise, gift or capital gain taxes, that are or may be payable by Landlord or that may be imposed against Landlord or against the rents payable hereunder. Landlord shall provide to Tenant a copy of all final tax bill(s) for each calendar year within ten days after Landlord's receipt of such tax bill(s), and in any event at least 30 days before the same are due and payable.

8.2 Tenant shall pay the net cost (after applying any discounts or incentives) of all utilities and other services necessary in the operation of the Premises,

including but not limited to, gas, fuel oil, electrical, telephone and other utility charges, janitorial services (if Tenant shall contract for such services) and grounds and easement maintenance (exclusive of repaving or repairs to paving). Tenant shall contract directly with all utility providers such that all utilities for the Premises shall be in Tenant's name.

8.3 Tenant may contest the amount or validity of any Imposition described in this Section 8 by appropriate proceedings. However, Tenant shall promptly pay such Imposition unless such proceedings shall operate to prevent or stay the collection of the Imposition so contested. The Landlord, at Tenant's sole cost and expense, shall join in any such contestation proceedings if any Laws shall so require.

8.4 All sums (other than the Rent) which may be due and payable under this Lease shall be deemed to be "Additional Rent" hereunder and in the event that Rent shall be prorated or shall abate pursuant to the terms of this Lease then such Additional Rent shall be prorated or abate to the same extent and in the same manner, unless otherwise specifically provided for in this Lease.

8.5 Landlord appoints Tenant the attorney-in-fact of Landlord for the purpose of making all payments to be made by Tenant pursuant to any of the provisions of this Lease to persons other than Landlord. In case any person to whom any sum is directly payable by Tenant under any of the provisions of this Lease shall refuse to accept payment of such sum from Tenant, Tenant shall thereupon give written notice of such fact to Landlord and shall pay such sum directly to Landlord, who shall thereupon pay such sum to such person.

9. Landlord's Work. Landlord shall complete all of Landlord's Work, as described in Exhibit A-1. All Landlord's Work shall be done in a good and workmanlike manner and in compliance with all applicable Laws (as defined in Section 12), ordinances, building and safety codes, regulations and orders of the federal, state, county or other governmental authorities having jurisdiction thereof. Without in any way limiting any obligation of Landlord under this Lease, Landlord shall indemnify, defend and hold harmless Tenant from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of Landlord's Work, which indemnity shall survive termination or expiration of this Lease.

10. Tenant Improvements/Signage. Tenant may construct its tenant improvements to the Premises (the "Tenant Improvements"). Landlord shall not charge Tenant a fee or other charges for the supervision and/or overhead associated with the construction of the Tenant Improvements, nor shall Landlord provide such services unless agreed to by Landlord and Tenant pursuant to a separate written agreement. Tenant Improvements shall not include the work involved with bringing electrical and water utilities to a point in the Premises designated by Tenant.

Tenant shall have the right to place a generator and biomedical waste container outside of and in close proximity to the Building at a location mutually agreed upon by Landlord

and Tenant that complies with all legal requirements and minimizes expenses related thereto and if the location of the generator and biomedical waste container is known at the time of Lease execution it will be designated on the Building Site Plan attached as Exhibit B. In the event the generator is located within the Premises, Tenant, at Tenant's cost and expense, shall have the right to install exhaust venting for such generator from the interior of the Building to the outside of the Building and a transfer switch to service the generator.

To the maximum extent permitted by applicable Laws, Landlord hereby waives any rights which Landlord may have, as to any of Tenant's furniture, fixtures, equipment, personal property, tenant improvements and alterations in the nature of a landlord's lien, security interest or otherwise and further waives the right to enforce any such lien or security interest.

Tenant shall have the right to erect, affix and display such signage as Tenant may consider necessary or desirable on the exterior and interior walls, doors and windows of the Building (including directional and designated parking signage in parking areas) and a sign on the exterior of the Building and a monument sign at locations on the Building and/or related property as shall be agreed to by Landlord or at such locations as other tenants have signs located. All such signs shall comply with all applicable zoning Laws and shall be subject to applicable municipal permits. Tenant shall obtain Landlord's prior approval for signs on the exterior of the Building and each monument sign, which approval shall not be unreasonably withheld, conditioned or delayed, for the location and design of such signs.

11. Alterations. Tenant shall have the right to make such interior, non-structural alterations, additions and improvements to the Premises that it shall deem desirable for the operation of its business, without Landlord's consent, provided that any such alterations, additions or improvements shall not diminish the value of the Premises nor impair the structural integrity of the Premises or the Building ("Alterations"). Such Alterations, additions or improvements shall be in conformance to applicable governmental codes. All other Alterations shall require Landlord's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

12. Environmental.

12.1 Tenant shall not cause or permit any hazardous or toxic substances, materials or waste, including, without limitation, medical waste and asbestos ("Hazardous Substances") to be used, generated, stored or disposed of in, on or under, or transported to or from, the Premises in violation of any applicable local, state, and federal laws, ordinances, statutes, rules, regulations, executive orders, judgments, decrees, case law and/or other determination of an arbitrator or a court or other governmental authority, in each case applicable to or binding upon such person or any of its property or to which such person or any of its property is subject (the "Laws"), whether now in existence or hereafter adopted, relating to Hazardous Substances or

otherwise pertaining to the environment (the "Environmental Laws"). Tenant shall periodically cause to be removed from the Premises such Hazardous Substances placed thereon by Tenant or Tenant's agents, servants, employees, guests, invitees or independent contractors in accordance with good business practices, such removal to be performed by persons or entities duly qualified to handle and dispose of Hazardous Substances. Without limiting the generality of the foregoing, Landlord acknowledges that the following Hazardous Substances, among others, are required for Tenant's business operations: bleach, cidex, hibiclens, metricide, hydrogen peroxide and formaldehyde. Upon the expiration or earlier termination of this Lease, Tenant shall cause all Hazardous Substances placed on the Premises by Tenant to be removed from the Premises, at Tenant's cost and expense and disposed of in strict accordance with Environmental Laws.

12.2 Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord) and hold Landlord harmless, from and against any and all claims, liabilities, penalties, fines, judgment, forfeitures, losses, costs (including clean-up costs) or expenses (including reasonable attorney's fees, consultant's fees and expert's fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (a) the presence after the Commencement Date in, on, under or about the Premises of any Hazardous Substances caused by Tenant or its agents, servants, employees, guests, invitees or independent contractors; (b) any discharge or release by Tenant or its agents, servants, employees, guests, invitees or independent contractors after the Commencement Date in or from the Premises of any Hazardous Substances; (c) Tenant's use, storage, transportation, generation, disposal, release or discharge after the Commencement Date of Hazardous Substances to, in, on, under, about or from the Premises; or (d) Tenant's failure after the Commencement Date to comply with any Environmental Law (other than to the extent caused by or related to Landlord's use, generation, storage or disposal of Hazardous Substances in, on or under the Premises). Tenant agrees to remediate at Tenant's expense immediately upon receipt of notice from Landlord any condition described in (a) through (d) of the previous sentence.

12.3 Landlord shall indemnify, defend (by counsel reasonably acceptable to Tenant) and hold Tenant harmless, from and against any and all claims, liabilities, penalties, fines, judgment, forfeitures, losses, costs (including clean-up costs) or expenses (including reasonable attorney's fees, consultant's fees and expert's fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (a) the presence on or prior to the Commencement Date in, on, under or about the Premises, Building or the land on which the Building is located of any Hazardous Substances; (b) any discharge or release on or prior to the Commencement Date in or from the Premises or Building of any Hazardous Substances; (c) the use, storage, transportation, generation, disposal, release or discharge of Hazardous Substances by Landlord or its agents, servants, employees, guests, invitees, or independent contractors to, in, on, under, about or from the Premises, Building or the land on which the Building is located; (d) Landlord's failure

to comply with any Environmental Law (other than to the extent caused by or related to Tenant's use, generation, storage or disposal of Hazardous Substances in, on or under the Premises); or (e) any Hazardous Substances to the extent not due to any act or omission of Tenant or its agents, servants, employees, guests, invitees or independent contractors. Landlord agrees to remediate, at Landlord's cost and expense, immediately upon receipt of notice from Tenant any condition described in (a) through (e) of the previous sentence. The indemnities set forth in this Section 12 shall survive termination or expiration of this Lease.

12.4 Landlord represents and warrants to Tenant that (a) to the best of Landlord's knowledge, there are no Hazardous Substances in, on, under or about the Premises, Building or the land on which the Building is located, including without limitation asbestos or mold, and (b) Landlord has received no notice from any governmental or private entity relating to Hazardous Substances in, on, under or about the Premises, Building or the land on which the Building is located.

12.5 Tenant shall promptly deliver to Landlord copies of all notices made by Tenant to, or received by Tenant from, any state, county, municipal or other agency having authority to enforce any Environmental Law or from the United States Occupational Safety and Health Administration ("Enforcement Agency") concerning environmental matters or Hazardous Substances at the Premises, Building or the land on which the Building is located. Landlord shall promptly deliver to Tenant copies of all notices received by Landlord from any Enforcement Agency concerning environmental matters or Hazardous Substances at the Premises, Building or the land on which the Building is located.

13. Damage to Premises by Fire or Casualty. In the event the Premises shall be damaged by fire or other casualty during the Term, then:

13.1 if the damage to the Premises is so substantial that either: (a) the repair, restoration or rehabilitation of such damage cannot reasonably be expected to be substantially completed within 180 days from the date of such damage or (b) so much of the Premises is destroyed or rendered untenable by such fire or other casualty as to make use of the Premises as a dialysis facility operating at least 50% of the dialysis stations operating prior to the fire or casualty impracticable, then Tenant may elect to terminate this Lease by giving written notice to Landlord within 30 days of the date of such fire or casualty; or

13.2 if (a) the damage to the Premises is so substantial that the estimated repair costs exceed \$100,000.00 and such damage has occurred within the final 180 days of the then current Term and Tenant has not exercised its next available renewal option, if any or (b) the Building is damaged to the extent of 50% or more of the monetary value thereof, then Landlord may elect to terminate this Lease by giving written notice to Tenant within 30 days of the date of such fire or casualty.

If not so terminated, Landlord shall proceed with all due diligence to repair, restore or rehabilitate the Premises, to substantially its former condition immediately prior to such damage or destruction, at Landlord's cost and expense, in which latter event this Lease shall not terminate.

If the Premises are rendered untenable by fire or other casualty, there shall be an abatement of Rent and Additional Rent due Landlord by Tenant for the period of time during which the Premises is untenable. If the restoration is not substantially completed within 210 days of such damage, Tenant shall have the option to terminate this Lease by written notice to Landlord; provided, however, if the restoration is substantially completed prior to the date Tenant delivers any such termination notice, then the termination notice shall be null and void, and this Lease shall continue in effect. In the event of any termination of this Lease, Rent and Additional Rent shall be paid only to the date of such fire or casualty.

In the event that the Premises are partially but not substantially damaged by fire or other casualty, then Landlord shall immediately proceed with all due diligence to repair and restore the Premises and Rent and Additional Rent shall abate in proportion to that portion of the Premises that is untenable during the period of restoration.

Notwithstanding the foregoing provisions of this Section 13, in the event regulatory changes occurring on or after the Effective Date, applicable to Tenant's business, require changes to the Premises, including but not limited to the common areas and parking areas, or the Building in order for Tenant to continue operating its business, then if Landlord proceeds to repair the Premises, Landlord shall incorporate such changes into the repair and restoration of the Premises. Additionally, in the event that insurance proceeds applicable to Alterations or Tenant Improvements constructed by Tenant at its expense are made available to Tenant, Tenant shall be responsible for restoring such Alterations or Tenant Improvements; provided, however, that Rent and Additional Rent abatement shall continue during such period of restoration so long as Tenant is diligently pursuing the completion of such restoration, but in no event for a period longer than ten months following substantial completion of Landlord's repairs and restoration. In the event that Landlord does not restore the Premises, Tenant may retain all insurance proceeds applicable to Alterations and Tenant Improvements constructed by Tenant at its expense. Landlord shall be responsible for restoring improvements constructed by Landlord in all events and Tenant shall be responsible for restoring improvements constructed by Tenant in all events.

14. Eminent Domain.

14.1 **Taking.** If by any lawful authority through condemnation or under the power of eminent domain: (a) the whole of the Premises shall be permanently taken; (b) less than the entire Premises shall be permanently taken, but the remainder of the Premises are not, in Tenant's sole judgment, fit for Tenant to carry on the normal operation of Tenant's business therein; (c) Tenant determines, in its reasonable

judgment, that after such taking adequate parking space will not be available near the Premises; (d) there is any substantial impairment of ingress or egress from or to or visibility of the Premises; or (e) all or any portion of the common areas shall be taken resulting in a material interference with the operations of or access to Tenant's business, then in any such event, Tenant may terminate this Lease by written notice, effective as of the date of such taking, and Rent and Additional Rent shall be prorated as of the date of such termination.

14.2 Rent Adjustment. Unless this Lease is terminated as provided in Section 14.1, commencing on the date possession is acquired by a condemning authority, Rent and Additional Rent shall be reduced by the then applicable per rentable square foot Rent and Additional Rent multiplied by the number of rentable square feet taken, and Landlord shall restore the Premises, including but not limited to the common areas and parking areas, at Landlord's cost and expense, to a complete architectural unit. During such period of restoration Rent and Additional Rent shall be abated to the extent the Premises are rendered untenable.

14.3 Awards. All compensation awarded or paid in any such eminent domain proceeding shall belong to and be the property of Landlord without any participation by Tenant, except that nothing contained herein shall preclude Tenant from prosecuting any claim directly against the condemning authority in such eminent domain proceeding for its relocation costs, its unamortized leasehold improvements and trade fixtures, loss of business and the like provided that any such award to Tenant shall not reduce the award otherwise payable to Landlord.

15. Right of Entry by Landlord. Subject to Landlord's obligations under Section 35, Landlord, or any of its agents, shall have the right to enter the Premises during all reasonable hours and upon at least 24 hours prior notice (except in cases of emergency) to perform its obligations under this Lease, examine the Premises or, in the six month period immediately preceding the Expiration Date, to exhibit the Premises to potential tenants. Any work done by Landlord to Premises shall be performed during hours that Tenant is not open for business (except in emergencies) unless Tenant, in the exercise of its reasonable discretion, otherwise agrees. Any restoration work or alteration work at the Premises which is necessitated by or results from Landlord's entry, including, without limitation, any work necessary to conceal any element whose presence is permitted hereunder, shall be performed by Landlord at its expense or, at Tenant's election, by Tenant on Landlord's behalf and at Landlord's cost and expense. Landlord shall be liable for all loss, damage or injury to persons or property and shall indemnify and hold Tenant harmless from all claims, losses, costs, expenses and liability, including reasonable attorney's fees resulting from Landlord's entry except to the extent caused by the negligent or intentional act of Tenant or its contractors, agents, employees or licensees. In the exercise of Landlord's rights pursuant to this Section, Landlord shall make all reasonable efforts to minimize interference with Tenant's operations. If Landlord's entry into the Premises interferes with the conduct by Tenant of its business to such an extent that Tenant, in the exercise of its reasonable business

judgment, must close the Premises or is unable to use 75% of the Premises for business for three or more days, then Rent and Additional Rent shall totally abate for each day or portion thereof that such interference continues.

Landlord acknowledges that Tenant is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA") and in order for Tenant to comply with HIPAA, Tenant must restrict access to the portions of the Premises where patient medical records are kept or stored. Landlord hereby agrees that, notwithstanding the rights granted to Landlord pursuant to this Lease including this Section 15, except when accompanied by an authorized representative of Tenant, neither Landlord nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designated by Tenant as locations where patient medical records are kept and/or stored or where such entry is prohibited by applicable state or federal health care privacy Laws. Landlord further agrees to comply with the provisions of HIPAA and all applicable medical privacy Laws in connection with Landlord's entry into the Premises.

16. Indemnity. Tenant agrees to indemnify Landlord and save Landlord harmless from any and all liability, claims and loss for personal injury or property damage, or both, sustained or claimed to have been sustained by any person or persons, or property in, upon or about the Premises caused or brought about by the act or neglect of Tenant or its agents, servants or employees. Landlord agrees to indemnify Tenant and save Tenant harmless from any and all liability, claims and loss for personal injury or property damage, or both, sustained or claimed to have been sustained by any person or persons, or property in, upon or about the Premises caused or brought about by the act or neglect of Landlord or its agents, servants or employees. The indemnities set forth in this Section 16 shall survive termination or expiration of this Lease.

17. Default and Remedies.

17.1 **Tenant Default and Landlord Remedies.** In the event that (a) Tenant defaults in the payment of Rent or Additional Rent hereunder and such Rent or Additional Rent remains due and unpaid for five business days following written notice of such default from Landlord to Tenant; (b) Tenant defaults in the performance of any other provisions of this Lease and such default is not cured within 30 days following written notice from Landlord specifying such default (unless such default is not reasonably capable of being cured within such 30 day period and Tenant is diligently prosecuting such cure to completion); (c) a petition in bankruptcy is filed by or against Tenant (provided Tenant shall have 90 calendar days to stay any involuntary proceeding); (d) Tenant makes an assignment for the benefit of its creditors, or a receiver is appointed for Tenant and such receiver is not dismissed within 60 days of its appointment; (e) Tenant enters into an assignment or sublet in violation of Section 7; (f) Tenant fails to respond to Landlord's second written request for a subordination agreement in accordance with and subject to the terms of Section 26 below; or (g) Tenant fails to respond to Landlord's second written request for an estoppel certificate

in accordance with and subject to the terms of Section 30 below, then, in any of these events, Landlord may, at its option (x) proceed for past due installments of Rent or Additional Rent, reserving its right to proceed later the remaining installments when due; or (y) declare the rights of Tenant under this Lease terminated and, thereafter, recover possession of the Premises through legal process. Notwithstanding the remedy Landlord may seek, the foregoing cure periods shall be applicable.

Upon and after termination of this Lease, Tenant shall pay to Landlord the Rent up to the time of such termination, in addition to any amounts payable by Tenant to Landlord pursuant to the immediately following paragraph. Landlord shall make a commercially reasonable effort to mitigate its damages and relet the Premises or any part thereof to any person, firm or corporation other than Tenant for such rent, for such time and upon such terms as Landlord in Landlord's reasonable discretion shall determine.

In the event of any such termination, Landlord may: (A) choose to have Tenant remain liable for, and pay on the days originally fixed for such payment hereunder, the full amount of all Rent and Additional Rent as if this Lease had not been terminated; provided, however, if Landlord relets the Premises there shall be credited against such obligation the amount actually received by Landlord as a result of such reletting after deducting all costs and expenses incurred by Landlord in connection with reletting the Premises including, without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable attorneys' fees, alteration costs and expenses of preparation for such reletting; or (B) demand Tenant pay to Landlord on such demand, as and for liquidated and agreed damages for Tenant's default, the present value (based on a discount rate then established by the Federal Reserve closest to the Premises) of the amount by which the aggregate Rent that would have been payable under this Lease by Tenant from the date of such termination until what would have been the last day of the Term but for such termination exceeds the fair market rental value of the Premises for the same period.

17.2 Landlord Default and Tenant Remedies. Subject to the terms and provisions below, and in addition to any other remedy expressly available to Tenant pursuant to this Lease or at law or in equity, should Landlord fail to perform any term or covenant under this Lease (each and any such failure, a "Landlord Default") and if any such Landlord Default is not cured and continues for 30 days (unless a shorter notice and cure period is expressly provided herein, in which case such shorter period shall govern) following written notice by Tenant to Landlord (and to any "Mortgagee" (as defined in Section 26 below) that has delivered written notice to Landlord requesting notice of a Landlord Default and a right to cure) of such Landlord Default (unless a different period is expressly provided for in any other provision of this Lease or such default is not reasonably capable of being cured within such expressed period and Landlord or Mortgagee is diligently prosecuting such cure to completion, but in no event to extend beyond 90 days), then Tenant shall have the option, (at Tenant's sole discretion), of (a) remedying such Landlord Default and, in connection therewith, incurring expenses for the account of Landlord, and any and all such sums expended or

obligations incurred by Tenant in connection therewith shall be paid by Landlord to Tenant upon demand, and if Landlord fails to immediately reimburse and pay same to Tenant, Tenant may, in addition to any other right or remedy that Tenant may have under this Lease, deduct such amount (together with interest thereon at the maximum rate permitted by applicable Law from the date of any such expenditure by Tenant until the date of repayment thereof by Landlord to Tenant) from subsequent installments of Rent and Additional Rent that from time to time become due and payable by Tenant to Landlord hereunder. In all events Tenant shall have the right to remedy any Landlord Default without prior notice in the event of an emergency (so long as Tenant gives notice within a reasonable period of time thereafter) and invoice Landlord and abate Rent and Additional Rent in the manner set forth in the preceding sentences of this Section 17.2.

If Landlord is or becomes a Referral Source (as defined in Section 24) and if this Lease is terminated for any reason before the first anniversary of the Commencement Date, then Landlord and Tenant shall not enter into any similar lease agreement with each other for the Premises or substantially similar space before the first anniversary of the Commencement Date.

18. Insurance.

18.1 Landlord's Insurance. During the Term, Landlord shall procure and maintain in full force and effect with respect to the Premises (a) a policy or policies of property insurance (including, to the extent required by Tenant, any holder of any fee or leasehold mortgage, or to the extent Landlord reasonably deems prudent, sprinkler leakage, vandalism, malicious mischief, earthquake, terrorism and flood insurance coverage) for full replacement value; and (b) a policy of commercial liability insurance in a minimum amount of \$1,000,000.00 per claim and \$3,000,000.00 in the aggregate for both bodily injury and property damage insuring Landlord's activities with respect to the Premises and the Building for loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in, upon or about the Premises or the Building. Tenant shall reimburse Landlord for the commercially reasonable cost of such insurance, not to exceed the cost of insurance premiums charged by third party commercial providers, as Additional Rent. Any additional insurance obtained by Tenant shall be at Tenant's sole cost and expense.

18.2 Tenant's Insurance. Tenant shall obtain and keep in force with respect to the Premises and Tenant's use thereof commercial general liability insurance in a minimum amount of \$1,000,000.00 per claim and \$3,000,000.00 in the aggregate for both bodily injury and property damage. Tenant covenants and agrees to keep Tenant Improvements and Tenant's contents in the Premises insured for full replacement value, under a Special Form 'All Risk' policy. In no event shall Tenant's insurance provide coverage or indemnity to Landlord for any claim, loss, suit, action or other legal proceeding in which Landlord or its agents, servants, employees, guests, invitees or independent contractors bear responsibility. Rather, it is the intent of this

Section to provide general liability coverage to Landlord, as an additional insured, when it is made a party to a claim, loss, suit, action or other legal proceeding for which it bears no responsibility. In the event that both Landlord and Tenant bear responsibility for the claim, loss, suit, action or other legal proceeding, then each party will look to its own insurance for coverage. Tenant may carry any insurance required by this Lease under a blanket policy or under a policy containing a self-insured retention.

18.3 General Requirements. All policies of insurance required to be carried under this Lease by Landlord shall be written by companies rated A- VII or better in Best's Key Rating Guide. Upon request, Landlord and Tenant shall each furnish to the other party a certificate evidencing the insurance required to be maintained pursuant to this Lease. Tenant and Landlord shall endeavor to give to any party listed as an additional insured 30 days written notice prior to any cancellation of the policy. If Tenant fails to procure and maintain insurance as required by this Lease, Landlord may obtain that insurance and keep it in effect. If Landlord procures insurance on Tenant's behalf, then Tenant shall pay to Landlord the premium cost for that insurance, upon demand and as Additional Rent.

19. Subrogation. Each of the parties hereto hereby releases the other and the other's partners, agents and employees, to the extent of each party's property insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party or its partners, agents or employees; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance shall contain a clause to the effect that this release shall not affect said policy or the right of the insured to recover thereunder. If any policy does not permit such a waiver, and if the party to benefit therefrom requests that such a waiver be obtained, the other party agrees to obtain an endorsement to its insurance policies permitting such waiver of subrogation if it is commercially available and if such policies do not provide therefor. If an additional premium is charged for such waiver, the party benefiting from the waiver, if it desires to have the waiver, agrees to pay to the other the amount of such additional premium promptly upon being billed therefor.

20. Landlord's Maintenance Responsibilities. Landlord shall be responsible for maintaining, repairing, and replacing the systems and structures of the Building in accordance with the following:

20.1 Maintenance, Repair, and Replacement at Landlord's Sole Cost. Landlord shall, at Landlord's sole cost and expense, promptly maintain and keep in good order and repair and promptly make any necessary replacements to the following Building structures and systems: concrete slab, footings, foundation, structural components, exterior walls (excluding painting), sidewalks, driveways, loading areas, flooring system (excluding floor covering), exterior plumbing, and electrical systems of the Building.

20.2 Maintenance, Repair and Replacement Subject to Tenant Reimbursement.

(a) Parking Areas. Landlord shall maintain and keep in good order and repair and make any necessary replacements to the parking areas, sidewalks, loading areas and drive aisles serving the Building provided that Tenant shall reimburse Landlord for the reasonable and actual cost thereof on an amortized basis, as more fully described below in this Section 20.

(b) Roof. Landlord shall maintain and keep in good order and repair and make any necessary replacements to the roof, roof membrane, and roof covering, provided that (A) with respect to repairs and maintenance, Tenant shall reimburse Landlord for actual and reasonable costs not to exceed \$1,000 per Lease Year, and (B) with respect to replacement, Tenant shall reimburse Landlord for the reasonable and actual cost thereof on an amortized basis.

(c) HVAC. Landlord shall make any necessary replacements to, but shall not be responsible for maintenance and repairs of, the heating, ventilation, and cooling systems ("HVAC") of the Building, provided that Tenant shall reimburse Landlord for the reasonable and actual cost of such replacements on an amortized basis.

If Landlord shall not commence the foregoing repairs within the 15 days following written notice from Tenant that such repairs are necessary, and if Tenant's use of the Premises is materially and adversely affected by the need for such repairs, then Tenant may, at its option, cause such Landlord's repairs to be made and shall furnish Landlord with a statement of the cost of such repairs upon substantial completion thereof. Landlord shall reimburse Tenant for the reasonable and actual cost of such repairs plus a service charge to cover Tenant's expenses in an amount equal to 10% of the cost of such repairs within ten days of the date of the statement from Tenant setting forth the amount due, provided, however, should Landlord fail to reimburse Tenant with said ten day period, then Tenant may, at its option, offset such amount against subsequent Rent and Additional Rent due under this Lease.

As used above in this Section 20, "amortized basis" shall mean allocation of the subject cost over the useful life of the capital item, as determined under GAAP, with a return on capital at the then current market rate per annum on the unamortized balance or at such lower rate as may have been actually paid by Landlord on funds borrowed for the purpose of making such replacements, and only the annual amortized amount shall be the amount Tenant is required to reimburse Landlord during each Lease Year. The "useful life" for purposes of replacements of the roof, roof membrane, or roof covering shall be 20 years, and for purposes of replacements of the Building's HVAC it shall be 15 years. The "useful life" for all other items shall be determined in accordance with generally accepted accounting principles consistently applied.

Except for Landlord's obligations set forth above and except for any damage caused by the acts of negligence by Landlord or its agents within the Premises, Tenant shall maintain said Premises in the good condition, order and repair as they are at the commencement of the Term, excepting therefrom ordinary wear and tear arising from the use thereof and damage by fire or other casualty. Tenant shall maintain a contract for the routine and periodic maintenance and regular inspection of such HVAC systems servicing the Premises, the replacement of filters as recommended and the performance of other recommended periodic servicing in accordance with applicable manufacturer's standards and recommendations.

21. Intentionally Omitted.

22. Emergency. If Landlord is unable or unwilling to take action which it is obligated to take hereunder where an emergency has occurred with respect to the Premises, then Tenant may take such action as is reasonably necessary to protect the Premises and persons or property in the Premises and Landlord shall, within 15 days after written notice thereof from Tenant reimburse Tenant for its reasonable out-of-pocket expenses incurred in curing such emergency; provided, however, should Landlord fail to reimburse Tenant within the 15 day period, then Tenant may, at its option, offset such amount against Rent and Additional Rent due under this Lease.

23. Title and Parking. Landlord hereby represents to Tenant that Landlord is (or will be as of the Possession Date) the owner in fee simple of the Premises, including the Building and all improvements thereon and has the right and authority to enter into this Lease. Except as otherwise identified on Exhibit I attached to this Lease, Landlord hereby represents to Tenant that no covenants, restrictions, liens or other encumbrances affecting the real property upon which the Building is constructed shall interfere with or adversely affect Tenant's rights granted hereunder including without limitation Permitted Use of the Premises. Landlord further represents that Landlord and those signatories executing this Lease on behalf of Landlord have full power and authority to execute this Lease.

Landlord agrees that Landlord shall not make any material modifications to the Premises (including, without limitation, the parking areas, driveways and walks) without Tenant's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Tenant shall be entitled to the use of the parking area in accordance with a parking ratio of not less than four spaces per 1,000 rentable square feet of the Premises or such greater amount as may be required by local code (including handicapped parking spaces) in close proximity to the Premises for Tenant's exclusive use.

24. Compliance with Laws. Both parties shall comply with all applicable Laws throughout the Term. Landlord represents and warrants to Tenant that as of the Possession Date the Premises, the Building and the parking areas are in compliance with all Laws, including, without limitation, applicable zoning Laws and with all

applicable instruments affecting title to the Premises. Landlord further represents that it has received no notices or communications from any public authority having jurisdiction alleging violation of any Laws relating to the Premises, the Building, or the common areas and has received no notices alleging violation of any title instrument. Without limiting the generality of the foregoing, Landlord represents and warrant that as of the Commencement Date (a) the use of the Premises and the Building and improvements thereon for purposes of operation of a dialysis clinic and related medical and business offices is permitted by and will not violate private restrictions or applicable Laws, including without limitation zoning Laws, and does not constitute a "non-conforming use" thereunder, or if such use is a "non-conforming use" thereunder then such use is permitted pursuant to a conditional use permit or other variance issued by the appropriate governmental agency or authority, (b) the Premises, the Building, and the parking areas comply with all applicable Laws relating to handicapped accessibility, including, without limitation, the Americans with Disabilities Act (ADA) of 1990, as amended, 42 U.S.C. §§12101 *et seq.* (1990), and (c) the Building enjoys, and Landlord will provide for the Term, ingress and egress from the parking area to the adjoining public streets and highways.

If at any time or from time to time any alterations, including, without limitation, structural alterations, are required in order for the Premises or Building or parking areas to comply with any generally applicable Laws from time to time applicable to the Premises, Landlord shall immediately make such alterations at its sole cost and expense. If at any time or from time to time any alterations, including, without limitation, structural alterations, are required in order for the Premises to comply with any Laws specifically applicable to the Premises due to Tenant's use as a dialysis facility and not due to any act by Landlord, Tenant shall immediately make such alterations, at its sole cost and expense.

Landlord represents and warrants to Tenant that Landlord is not a "referring physician" or a "referral source" as to Tenant for services paid for by Medicare or a state health care program, as the terms are defined under any federal or state health care anti-referral or anti-kickback regulation, interpretation or opinion (a "Referral Source"). Landlord covenants, during the Term, it will not knowingly (a) take any action that would cause it to become a Referral Source as to Tenant or (b) sell, exchange or transfer the Premises to any individual or entity who is a Referral Source as to Tenant.

25. Intentionally Omitted.

26. Tenant to Subordinate. Tenant shall, upon written request of the holder of a mortgage or deed of trust in the nature of a mortgage, which holder is a commercial or institutional lender, on the Premises ("Mortgagee") subordinate any interest which it has by virtue of this Lease, and any extensions and renewals thereof to any mortgages or deeds of trust placed upon the Premises by Landlord, if and only if such Mortgagee shall execute, deliver and record in the appropriate registry of deeds a recognition and non-disturbance agreement in form and content substantially similar to Exhibit D or such

other commercially reasonable form as may be agreed upon by the parties. Tenant shall respond to any such requests within 15 business days following receipt of the Mortgagee's written request. If Tenant fails to respond within such initial 15 business day period, then Landlord may deliver a second written request, and if Tenant fails to respond within ten business days following receipt of the second written request, such failure shall be a default under this Lease, provided that Landlord's second notice states in bolded and capitalized font that a failure to respond within ten business days of receipt is the basis for a default under the Lease. Such agreements shall provide by their terms that notwithstanding any foreclosure of such mortgage or deed of trust Tenant may continue to occupy the Premises during the Term or any extensions or renewals thereof under the same terms, conditions and provisions of this Lease unless Tenant shall be in default beyond any applicable grace periods provided for herein. Landlord shall, at or prior to the Commencement Date, secure from Landlord's present Mortgagee of the Premises a non-disturbance agreement in a form reasonably acceptable to Tenant. Landlord shall also secure from any future Mortgagee or lienholders of Landlord non-disturbance agreements during the Term. If Landlord shall not obtain such non-disturbance agreement, then this Lease shall not be subordinate to any such future lien, mortgage, or refinancing.

27. Quiet Enjoyment. Tenant shall, upon payment of the Rent and Additional Rent, subject to all applicable notice and cure periods and subject to all of the terms and covenants of this Lease, on Tenant's part to be kept, observed and performed, shall quietly have and enjoy the Premises during the Term. Landlord agrees that Tenant shall have continuous, peaceful, uninterrupted and exclusive possession and quiet enjoyment of the Premises during the Term.

28. Memorandum of Lease. Landlord agrees to enter into and have recorded a recordable memorandum or notice of this Lease in the form attached as Exhibit F or in form otherwise reasonably satisfactory to Tenant upon Tenant's written request. Tenant shall be responsible for the preparation thereof, recording and the cost of recording the same.

29. Notices. All notices, demands and requests which may be or are required to be given by either party to the other shall be in writing and shall be either (a) sent by registered or certified mail, return receipt requested, postage prepaid, (b) delivered, by hand, or (c) sent by overnight courier such as Federal Express. All notices to Landlord should be addressed to Landlord at c/o DaVita HealthCare Partners Inc., Attention: Real Estate Legal, 2000 16th Street, Denver, CO 80202, Telephone: (303) 405-2100; concurrently to: relegal@davita.com, Subject: Danville, IL (11289) or at such other place as Landlord may from time to time designate in written notice to Tenant. All notices to Tenant shall be addressed to Tenant c/o DaVita HealthCare Partners Inc., Attention: Real Estate Legal, 2000 16th Street, Denver, CO 80202, Telephone: (303) 405-2100, concurrently to: relegal@davita.com, Subject: Danville, IL (11289) or to any such other place as Tenant may from time to time designate in written notice to Landlord. In addition, all correspondence to Tenant related to Taxes, Insurance, Rent or Additional

Rent shall be sent to P.O. Box 1476, Tacoma, WA 98401-1476; Attention: Rent Department, concurrently to: rentdepartment@davita.com. All notices, demands and requests which shall be served upon Landlord and Tenant in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder. Notwithstanding anything contained in this Lease to the contrary, any written notice by either Landlord or Tenant to the other party may be transmitted by facsimile or electronic transmission, and that the facsimile or electronic copies of such party's signature shall have the same effect as if it were an original signature, provided that the party providing such notice obtains a confirmation page or delivery confirmation email and further provided that within three business days after the electronic transmission of any such notice, Landlord or Tenant shall execute and deliver to the other party an original copy of the notice via one of the methods provided in this Section.

30. Estoppel Certificate. Each of Landlord and Tenant agrees at any time and from time to time upon not less than 15 business days' prior written request by the other to execute, acknowledge and deliver to the other an estoppel certificate in the form attached as Exhibit E certifying that (a) this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), (b) the dates to which Rent and other charges have been paid in advance, if any, (c) all of the defaults of Landlord or Tenant hereunder, if any, (and if there are no defaults a statement to that effect), and (d) any other information reasonably requested, it being intended that any such estoppel certificate delivered pursuant to this Section 30 may be relied upon by any prospective purchaser of the Premises or any mortgagee or assignee of any mortgage upon the fee or leasehold of the Premises or by any prospective assignee of this Lease or subtenant of the whole or any portion of the Premises and/or by other party interested in the Premises or any part thereof. If either party fails to execute, acknowledge and deliver an estoppel certificate within 15 business days following its receipt of the initial written request, as required in this Section 30, the requesting party may send a second written request, and if the recipient party shall thereafter fail to execute, acknowledge and deliver the estoppel certificate within ten business days following receipt of the second request, such failure shall be a default under this Lease, provided that the second notice states in bolded and capitalized font that a failure to respond within ten business days of receipt is the basis for a default under the Lease.

31. Landlord's Sale of the Building. Landlord may, at any time, without the prior consent of Tenant, contract to and/or perform any of the following transactions with respect to an interest in Landlord, the Lease, the Premises, the realty underlying the Premises, and/or any portion of or interest in the realty or improvements owned or hereafter acquired by Landlord: sale, purchase, exchange, transfer, assignment, lease, conveyance (collectively referred to herein as "Sale"); and/or encumbrance, pledge, mortgage, deed of trust, hypothecation or sale and leaseback transaction (collectively referred to herein as "Mortgage"). Any "For Sale" sign placed by Landlord on the land outside the Building shall be a professionally made sign of a reasonable size that does not interfere with the visibility of any of Tenant's signage. From and after a Sale,

Landlord shall be released from all liability to Tenant and Tenant's successors and assigns arising from this Lease because of any act, occurrence or omission of Landlord occurring after such Sale, and Tenant shall look solely to Landlord's successor in connection with the same; provided, however, that Landlord shall not be released from liability to Tenant and Tenant's successors and assigns from this Lease because of any act, occurrence or omission of Landlord occurring prior to such Sale, unless such liability is expressly assumed by Landlord's successor-in-interest in the Building and Premises. Within 30 days following the effective date of a Sale, Landlord shall notify Tenant whether Landlord's successor-in-interest and assignee to this Lease would or would not be a Referral Source as described in Section 24 above. Upon any Sale entered into between Landlord and an unaffiliated third party, any lease or other arrangement entered into between Landlord's successor and a competitive business prior to the effective date of the Sale that would otherwise be a violation of the terms of Section 24 above shall not be deemed a violation of the restrictions set forth therein if entered into prior to the effective date of the Sale.

32. Tenant's Satellite and Cable Rights. Tenant shall have the right to place a satellite dish on the roof and run appropriate electrical cabling from the Premises to such satellite dish and/or install cable service to the Premises at no additional fee, provided all such work shall be performed in accordance with all applicable Laws and so as not to invalidate any then effective roof warranty for the Building. Landlord shall reasonably cooperate with Tenant's satellite or cable provider to ensure there is no delay in acquiring such services. Tenant shall also have the right to run appropriate electrical cabling from the Premises to connect its electrical generator and associated transfer switch. Tenant shall be responsible for any damage to the roof caused by Tenant's installation or removal of any such satellite dish or cabling.

33. Regulatory Compliance. In the event Landlord, or Landlord's successor or assign, is or becomes a Referral Source as described in Section 24 above, this Section 33 shall apply but shall have no effect until such time:

33.1 **Compliance.** Landlord and Tenant agree that it is not the purpose of this Lease to exert any influence over the reason or judgment of any party with respect to the referral of patients or other business between Landlord and Tenant, but that it is the parties' expectation that any referrals which may be made between the parties shall be and are based solely upon the medical judgment and discretion of the patient's physician. The parties further agree and acknowledge that (a) Base Rent is (i) set forth in advance; (ii) consistent with fair market value in an arms-length transaction; (iii) does not take into account the volume or value of any referrals or other business generated between the parties; and (iv) would be reasonable even if no referrals were made between the parties, and (b) Tenant's Proportionate Share does not exceed Tenant's pro-rata share for expenses and the Premises Rentable Area does not exceed the reasonable square footage needed for the legitimate business plans of Tenant.

33.2 Representations. Each party represents and warrants that: (i) it is not currently excluded from participation in any federal health care program, as defined under 42 U.S.C. Section 1320a-7b; (ii) it is not currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal procurement and non-procurement programs; or (iii) it has not been convicted of a criminal offense that falls within the scope of 42 U.S.C. Section 1320a-7(a), but has not yet been excluded, debarred, suspended or otherwise declared ineligible (each, an "Exclusion"), and agrees to notify the other party within two (2) business days of learning of any such Exclusion or any basis therefore. In the event of learning of such Exclusion, either party shall have the right to immediately terminate this Lease without further liability. Landlord agrees that Tenant may screen Landlord against applicable Exclusive databases on an annual basis. Tenant shall have the right to terminate the Lease if a change in applicable health care laws or reimbursement systems affects the legality of the Lease. Landlord shall notify Tenant of, and cooperate with, any request from a duly authorized government representative (e.g., Secretary of HHS, Comptroller General) for access to books, documents and/or records related to the Lease, and to indemnify Tenant from any liability arising out of the party's refusal to grant such access.

33.3 Compliance with Law. The parties enter into this Lease with the intent of conducting their relationship in full compliance with applicable federal, state and local laws, including, without limitation, the Anti-Kickback Statute and agree and certify that neither party shall violate the Anti-Kickback Statute in performing under this Lease. Notwithstanding any unanticipated effect of any provisions of this Lease, neither party will intentionally conduct itself under the terms of this Lease in a manner that would violate any such law. Landlord agrees not to request an advisory opinion related to the legality of the Lease without the concurrence and approval of Tenant.

33.4 Covered Person. In the event Landlord is a Covered Person (as defined below), Landlord shall also be subject to the following provisions. Landlord shall participate in all compliance training (including on-line general compliance training on an annual basis) that Tenant provides to the Landlord and shall complete all such training within the time frames required by Tenant. Further, Landlord shall comply with policies and procedures designed to ensure compliance with relevant Federal health care program requirements applicable to Tenant, and compliance programs applicable to Tenant, including its Code of Conduct. Landlord agrees that if it is notified by Tenant that it is a Covered Person, Landlord shall certify in writing or electronic form that Landlord read, understood and shall abide by the Code of Conduct and will return such certification to Tenant within 30 days after being notified. Landlord shall report immediately to Tenant any suspected or known violations of Tenant's policies and procedures or of any violation of applicable federal healthcare program laws and regulations. Tenant shall provide to Landlord a copy of the applicable Code of Conduct and relevant policies and procedures designed to ensure compliance with relevant Federal health care program requirements. A "Covered Person" shall be defined as: (i) any individual or entity who provides patient care items or services or who perform billing or coding functions on behalf of DaVita Dialysis, or (ii) any DaVita Dialysis

domestic dialysis joint venture partner or medical director for any domestic DaVita Dialysis clinic.

34. Cooperation with Tenant's Cost Reporting Responsibilities. Landlord's full cooperation with applicable authorities in connection with cost reporting is essential for Tenant's continued operation of its business. Therefore, Landlord agrees to provide to Tenant, within 30 days of Tenant's request, any and all information that is reasonably necessary for Tenant to fulfill its cost reporting requirements to such applicable authorities.

35. Protected Health Information.

35.1 Landlord acknowledges and agrees that from time to time during the Term, Landlord and/or its employees, representatives or assigns may be exposed to, or have access to, Protected Health Information ("PHI"), as defined by HIPAA, 45 CFR Parts 160 and 164. Landlord agrees that it will not use or disclose, and Landlord shall cause its employees, or assigns not to use or disclose, PHI for any purpose unless in accordance with the requirements of HIPAA and all other applicable medical privacy Laws.

35.2 Landlord shall preserve, and cause any of its employees, agents and representatives to preserve, any "Confidential Information" of or pertaining to Tenant and shall not, without first obtaining Tenant's prior written consent, disclose to any person or organization, or use for its own benefit, any Confidential Information of or pertaining to Tenant during and after the Term, unless such Confidential Information is required to be disclosed by a court of competent jurisdiction or by any governmental authority. As used herein, the term "Confidential Information" shall mean any business, financial, personal or technical information relating to the business or other activities of Tenant that Landlord obtains in connection with the Lease.

36. Landlord's Consent. Unless otherwise expressly stated herein, whenever Landlord's consent is required under this Lease, such consent shall not be unreasonably withheld, conditioned or delayed, and Landlord's reasonable satisfaction shall be sufficient for any matters under this Lease.

37. Surrender of Premises. At the expiration of the Term, whether by expiration of time or otherwise, Tenant shall surrender the Premises to Landlord in broom clean condition free of debris and rubbish, excepting damage caused by ordinary wear and tear, fire, acts of God, Landlord, condemnation and/or other casualty or the elements. All Alterations which may be made by Tenant shall be the property of Tenant and Tenant shall be entitled to remove from the Premises during the Term all Tenant Improvements and any and all furniture, removable trade fixtures, equipment and personal property ("Fixtures") installed or located on or in the Premises provided that Tenant repair any and all damage caused by the removal of the foregoing. Any Tenant Improvements or Fixtures which Tenant does not elect to remove at or prior to the expiration of the Term shall be surrendered with the Premises at the termination of this

Lease; provided that Tenant shall remove its signage and its reverse osmosis ("RO") tanks and bio-medical equipment and remove and cap all piping in the RO room and repair any and all damage done by the removal of the foregoing, at Tenant's sole cost and expense.

38. Holding Over. In the event Tenant remains in possession of the Premises after the expiration of the Term, or any extensions hereof without the written consent of Landlord, this Lease shall continue on a month-to-month basis, terminable by either party upon 30 days' prior written notice and Tenant shall be obligated to pay Rent at 115% the then current rate at the end of the Term (including all adjustments), with all other sums then payable hereunder prorated on a daily basis for each day that Landlord is kept out of possession of the Premises. Notwithstanding the foregoing, in the event that applicable Law, including without limitation applicable health care Law, limits the period of any such holdover, both parties shall comply with such applicable Law. Tenant shall during any such holdover period continue to pay any Additional Rent that would otherwise be payable under this Lease.

39. Binding Effect. All covenants, agreements, stipulations, provisions, conditions and obligations set forth herein shall extend to, bind and inure to the benefit of, as the case may require, the successors and assigns of Landlord and Tenant respectively, as fully as if any such successor or assign was referenced to wherever reference to Landlord or Tenant, as the case may be, occurs in this Lease.

40. Severability. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by Law.

41. Applicable Law. The Laws of the State where the Premises are located shall govern the validity, performance and enforcement of this Lease, without regard to such State's conflict-of-law principles.

42. Force Majeure. Whenever a day is appointed herein on which, or a period of time is appointed within which, either party hereto is required to do or complete any act, matter or thing (excluding payments of amounts due hereunder), the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is interfered with, the doing or completion of such act, matter or thing because of strikes, lock-outs, embargoes, unavailability of labor or materials, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God or other causes beyond such party's reasonable control, provided that no extension of the time under this Section 42 shall exceed 90 days unless otherwise agreed to in writing by the parties.

43. Complete Agreement. Any stipulations, representations, promises or agreements, oral or written, made prior to or contemporaneously with this agreement shall have no legal or equitable consequences and the only agreement made and binding upon the parties with respect to the leasing of the Premises is contained herein, and it is the complete and total integration of the intent and understanding of Landlord and Tenant with respect to the leasing of the Premises. No amendment or modification of this Lease shall be valid or binding unless reduced to writing and executed by the parties hereto in the same manner as the execution of this Lease.

44. Counterparts. This Lease may be executed in any number of counterparts via facsimile or electronic transmission or otherwise, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. Incorporation of Exhibits and Schedule. This Lease is subject to the provisions of the attached Exhibits A-I, inclusive, and Schedule 2 which exhibits and schedule are hereby made a part of this Lease.

46. Guaranty. In the event of an assignment of this Lease by original Landlord, Tenant shall cause DaVita HealthCare Partners Inc. to provide a Guaranty of this Lease to Landlord's assignee in the form attached hereto as Exhibit G.

47. Intentionally Omitted.

48. Costs of Enforcement. If Landlord or Tenant defaults under this Lease or there is a dispute under this Lease, then the defaulting party or the party not prevailing in such dispute shall pay, on demand, the out-of-pocket costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

49. Right of First Offer. If at any time during the Term, Landlord decides to market the Premises for sale (the "Offer to Sell"), Landlord grants Tenant the option to purchase the Premises on the same terms and conditions as provided in the Offer to Sell (the "Right of First Offer") provided, however, that the purchase price to Tenant shall be reduced by any real estate commissions Landlord would be obligated to pay by contract pursuant to a sale to a third party but which Landlord shall not be obligated to pay upon a sale to Tenant. Landlord shall give Tenant written notice in accordance Section 29 of this Lease of the listing price and any other terms and conditions of the Offer to Sell, enclosing a copy of all other information and documentation reasonably necessary for Tenant's consideration of such offer (the "Offer Package"). In order to exercise this Right of First Offer, Tenant must provide Landlord with written notice of Tenant's interest in purchasing the Premises within thirty (30) days after Landlord's delivery to Tenant of the Offer Package (the "Acceptance Deadline"). Landlord shall promptly provide Tenant with any other information reasonably requested by Tenant prior to the Acceptance Deadline for Tenant's consideration of such offer and Tenant shall have until the later to occur of the Acceptance Deadline or five (5) days after Tenant's receipt of such additional information to exercise such option. If Tenant

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accepts the Right of First Offer, Landlord and Tenant shall execute a purchase agreement pursuant to the terms and conditions of the Offer Package or as otherwise agreed upon by the parties within thirty (30) days after Tenant's delivery to Landlord of Tenant's written notice of its exercise of the Right of First Offer. The failure of Tenant to exercise the Right of First Offer shall in no way release or relieve Landlord from Landlord's obligation to provide Tenant with notice of any future Offer to Sell or if the purchase price set forth in the original Offer Package delivered to Tenant is reduced. The parties hereby agree that if Tenant exercises its Right of First Offer and purchases the Premises, Landlord shall assign this Lease to the purchaser of the Premises. For purposes of this Section only, the term "Tenant" includes any person, corporation, partnership or other entity which controls, is controlled by or is under common control with Tenant. This Section shall not apply to any Offer to Sell promulgated by Genesis KC Development, LLC, the original Landlord under this Lease.

[Signature pages follow]

IN TESTIMONY WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the dates set forth below.

LANDLORD:

GENESIS KC DEVELOPMENT, LLC, a Delaware
limited liability company

By: DocuSigned by: Jim McPhail
Name: Jim McPhail
Title: VP – Real Estate and Center Development

Date: August 31, 2015

**FOR LANDLORD'S INTERNAL
PURPOSES ONLY:**

APPROVED AS TO FORM ONLY:

By: DocuSigned by: Mike Geiger
Name: Mike Geiger
Title: Assistant General Counsel

TENANT:

TOTAL RENAL CARE, INC.,
a California corporation

By: DocuSigned by: Mary J. Anderson
Name: Mary J. Anderson
Title: Division Vice President

Date: August 31, 2015

**FOR TENANT'S INTERNAL PURPOSES
ONLY:**

APPROVED AS TO FORM ONLY:

By: DocuSigned by: Mike Geiger
Name: Mike Geiger
Title: Assistant General Counsel

EXHIBIT A

LEGAL DESCRIPTION

Lot 9 of Danville Crossings 2 containing 1.160 acres located as part of the NE ¼
Section 17, T-20-N, R-11-W, 2nd PM, City of Danville, County of Vermilion, State of
Illinois

C-1

Danville, IL (#11289)
886983.1

Attachment – 34

EXHIBIT A-1

LANDLORD'S WORK

Landlord shall construct and deliver the Premises to Tenant with all the work set forth on the minimum base building improvement requirements attached hereto as Schedule 1 of this Exhibit A-1 substantially completed. The term "substantially completed" or "substantial completion" as used in this Lease with respect to Landlord's Work shall mean the date when (i) Landlord and Tenant have agreed, in the exercise of their reasonable, good faith judgment, that construction is sufficiently complete in accordance with the Plans and Specifications, so that upon completion of the Tenant Improvements, Tenant can occupy and utilize the facilities improved or constructed for the use for which it is initially intended, without significant interference to or impairment of Tenant's business activities by reason of any minor or insubstantial item of work that Landlord and Tenant agree remains to be done (the foregoing minor or insubstantial details are referred to as "Punchlist Items") to effect full completion of the Landlord's Work in strict accordance with the Plans and Specifications; (ii) any permits or governmental approvals required by applicable Law with respect to Landlord's Work have been issued or granted by the appropriate governmental authorities; and (iii) Landlord's architect certifies that Landlord's Work is substantially complete in accordance with the plans and specifications approved by Tenant.



SCHEDULE 1 – EXHIBIT A-1

MINIMUM BASE BUILDING IMPROVEMENT REQUIREMENTS

At a minimum, the Landlord shall provide the following Base Building and Site Development Improvements to meet Tenant's Building and Site Development specifications at Landlord's sole cost:

All MBBI work completed by the Landlord will need to be coordinated and approved by the Tenant and their Consultants prior to any work being completed, including shop drawings and submittal reviews.

1.0 - Building Codes & Design

All Minimum Base Building Improvements (MBBI) and Site Development are to be performed in accordance with all current local, state, and federal building codes including any related amendments, fire and life safety codes, barrier-free regulations, energy codes, State Department of Public Health, and other applicable codes as it pertains to Dialysis. All Landlord's work will have Governmental Authorities Having Jurisdiction ("GAHJ") approved architectural and engineering (Mechanical, Plumbing, Electrical, Structural, Civil, Environmental) plans and specifications prepared by a licensed architect and engineer and must be coordinated with the Tenant Improvement plans and specifications.

Building design will follow DaVita Shell prototype design package – see attached exhibit.

2.0 - Zoning & Permitting

Building and premises must be zoned to perform services as a dialysis clinic without the need for special-use approval by the AHJ. Landlord to provide all permitting related to the base building and site improvements.

3.0 - Common Areas

Tenant will have access and use of all common areas i.e. Lobbies, Hallways, Corridors, Restrooms, Stairwells, Utility Rooms, Roof Access, Emergency Access Points and Elevators. All common areas must be code and ADA compliant for Life Safety per current federal, state and local code requirements.

4.0 Foundation and Floor

The foundation and floor of the building shall be in accordance with local code requirements. The foundation and concrete slab shall be designed by the Landlord's engineer to accommodate site-specific Climate and soil conditions and recommendations per Landlord's soil engineering and exploration report (To be reviewed and approved by Tenant's engineer).

Foundation to consist of formed concrete spread footing with horizontal reinforcing sized per geotechnical engineering report. Foundation wall, sized according to exterior wall systems used and to consist of formed and poured concrete with reinforcing bars or a running bond masonry block with proper horizontal and vertical reinforcing within courses and cells. Internal masonry cells to be concrete filled full depth entire building perimeter up to finish floor at a minimum. Foundation wall to receive poly board R-10 insulation on interior side of wall on entire building perimeter (if required by code). Provide proper foundation drainage.

The floor shall be concrete slab on grade and shall be a minimum of four-inch (4") (five-inch (5") at Water treatment room) thick with minimum concrete strength of 4,000-psi. It will include one of the following, wire mesh or fiber mesh, and/or rebar reinforcement over a 10 mil minimum vapor barrier and granular fill per Landlord's soils and/or structural engineering team based on soil conditions and report from the Soils Engineer. Finish floor elevation to be a minimum of 8" above finish grade. Include proper expansion control joints. Floor shall be level (1/8" with 10' of run), smooth, broom clean with no adhesive residues, in a condition that is acceptable to install floor coverings in accordance with the flooring manufacturer's specifications. Concrete floor shall be constructed so that no more than 3-lbs. of moisture per 1,000sf/24 hours is emitted per completed calcium chloride testing results after 28 day cure time. Means and methods to achieve this level will be responsibility of the Landlord. Under slab plumbing shall be installed by Tenant's General Contractor in coordination with Landlord's General Contractor, inspected by municipality and Tenant for approval prior to pouring the building slab.

5.0 - Structural

Structural systems shall be designed to provide a minimum 13'-0" clearance (for 10'-0" finished ceiling height) to the underside of the lowest structural member from finished slab and meet building steel (Type II construction or better) erection requirements, standards and codes. Structural design to allow for ceiling heights (as indicated above) while accommodating all Mechanical, Plumbing, Electrical above ceiling. Structure to include all necessary members including, but not limited to, columns, beams, joists; load bearing walls, and demising walls. Coordinate column spacing and locations with Tenant's Architect. Provide necessary bridging, bracing, and reinforcing supports to accommodate all Mechanical systems (Typical for flat roofs - minimum of four (4) HVAC roof top openings, one (1) roof hatch opening, and four (4) exhaust fans openings). Treatment room shall be column free.

The floor and roof structure shall be fireproofed as needed to meet local building code and regulatory requirements.

Roof hatch shall be provided and equipped with ladders meeting all local, state and federal requirements.

6.0 - Exterior walls

Exterior walls to be fire rated if required by code requirements. If no fire rating is required, interior of walls shall be left as exposed and until Tenants completes any and all work with-in walls on the interior side of the exterior walls. Landlord shall be responsible for interior metal stud furring/framing, mold- and moisture-resistant glass mat board, mold- and moisture-resistant gypsum board, taping and finishing on the interior side of all exterior walls.

7.0 - Demising walls

All demising walls shall be a 1 or 2hr fire rated wall depending on local, state and/or regulatory (NFPA 101 – 2000) codes requirements whichever is more stringent. Walls will be installed per UL design and taped (Tenant shall be responsible for final finish preparation of gypsum board walls on Tenant side only). At Tenant's option and as agreed upon by Landlord, the interior drywall finish of demising walls shall not be installed until after Tenant's improvements are complete in the wall. Walls to be fire caulked in accordance with UL standards at floor and roof deck. Demising walls will have minimum 3-inch thick mineral wool sound attenuation batts from floor to underside of deck.

8.0 - Roof Covering

The roof system shall have a minimum of a twenty (20) year life span with full (no dollar limit - NDL) manufacturer's warrantee against leakage due to ordinary wear and tear. Roof system to include a minimum of R-30 insulation. Ice control measures mechanically or electrically controlled to be considered in climates subject to these conditions. Downspouts to be connected into controlled underground discharge for the rain leaders into the storm system for the site or as otherwise required meeting local storm water treatment requirements. Storm water will be discharged away from the building, sidewalks, and pavement. Roof and all related systems to be maintained by the Landlord for the duration of the lease. Landlord to provide Tenant copy of material and labor roof warranty for record.

9.0 - Parapet

Landlord to provide a parapet wall based on building designed/type and wall height should be from the highest roof line. HVAC Rooftop units should be concealed from public view if required by local code.

10.0 - Façade

Landlord to provide specifications for building façade for Tenant review and approval. All wall system to be signed off by a Landlord's Structural Engineer. Wall system "R" value must meet current Energy code. Wall system options include, but not limited to:

Minimum 3-inch drainable exterior insulating fenestration system (EIFS) on water-vapor barrier on ¾-inch thick glass matt sheathing, AND (where indicated by Lessee's Architect) fibrous cementitious cladding (mfr: Nichiha) on metal furring on continuous insulation/weather-barrier, system on 6" 16- or 18-ga metal stud framing

Or

Minimum 3-inch drainable exterior insulating fenestration system (EIFS), AND (where indicated by Lessee's Architect) fibrous cementitious cladding (mfr: Nichiha) on metal furring on continuous insulation/weather-barrier system, on water-vapor barrier on 8-inch or 12-inch thick concrete masonry wall construction with 3½-inch 20-ga metal stud furring.

Or if required by local municipality

Brick or split face block Veneer on engineered 6" 16 or 18ga metal studs, R- 19 or higher batt wall insulation, on Tyvek (commercial grade) over 5/8" exterior grade gypsum board or Dens-Glass Sheathing.

11.0 - Canopy

Canopy design per DaVita Shell Prototype. Approximate size to be based on building and site plan. Canopy to accommodate patient arrival with a level grade with barrier-free transition to the finish floor elevation. Controlled storm water drainage requirements of gutters with scuppers and/or downspouts drainage to landscape areas or connected to site storm sewer system as required or properly discharged away from the building, sidewalks, and pavement. Steel bollards at column locations where needed.

12.0 – Waterproofing and Weatherproofing

Landlord shall provide complete water tight building shell inclusive but not limited to, Flashing and/or sealant around windows, doors, parapet walls, Mechanical / Plumbing / Electrical penetrations. Landlord shall properly seal the building's exterior walls, footings, slabs as required in high moisture conditions such as (including but not limited to) finish floor sub-grade, raised planters, and high water table. Landlord shall be responsible for replacing any damaged items and repairing any deficiencies exposed during / after construction of tenant improvement.

13.0 - Windows

Landlord to provide code compliant energy efficient windows and storefront systems to be 1" tinted insulated low -E glass with thermally broken insulated aluminum mullions. Window size and locations to be determined by Tenant's architectural floor plan and shall be coordinate with Landlord's Architect.

14.0 - Thermal Insulation

All exterior walls to have a vapor barrier and insulation that meets or exceeds the local and national energy codes. The R-value to be determined by the size of the stud cavity, if installed on the interior of the wall and should extend from finish floor to bottom of floor or ceiling deck. Should the insulation be installed on the exterior side of the wall sheathing, insulation shall extend from finish floor to the top of the parapet. Roof deck to have a minimum R-30 insulation mechanically fastened to the underside of roof deck.

15.0 - Exterior Doors

All doors to have weather-stripping and commercial grade hardware (equal to Yale 8800 Series, Grade 1 mortise lockset or better). Doors shall meet all barrier-free requirements including but not limited to American Disability Act (ADA), and State Department of Health requirements. Landlord shall change the keys (reset tumblers) on all doors with locks after construction, but prior to commencement of the Lease, and shall provide Tenant with a minimum of three (3) sets of keys. Final location of doors to be determined by Tenant architectural floor plan and shall be coordinate with Tenant's Architect. At a minimum, the following doors, frames and hardware shall be provided by the Landlord:

- Patient Entry Doors: Provide Storefront with insulated glass doors and Aluminum framing to be 42" width including push paddle/panic bar hardware, push button programmable lock, power assist opener, continuous hinge and lock mechanism.
- Service Doors: Provide 48" wide door (Alternates for approval by Tenant's Project Manager to include: a) 60" or 72"-inch wide double doors (with 1 - 24" and 1 - 36" leaf or 2- 36" leafs), b) 60" Roll up door,) with 20 gauge insulated hollow metal , painted with rust inhibiting paint, Flush bolts, T astragal, heavy duty aluminum threshold, continuous hinge each leaf, door viewer (peep), panic bar hardware (if required by code), push button programmable lockset,
- Teammate Entry Doors: Provide a minimum 36-inch wide, 20-ga, insulated, hollow metal door and thermally-broken, welded, 20-ga hollow-metal frame (both finished with rust-inhibiting paint) with programmable keypad lockset, heavy-duty hinges, aluminum threshold, surface closer, and concealed-overhead stop.

- Emergency Egress Doors: Provide minimum 36" wide door with 20 gauge insulated hollow metal door both painted with rust-inhibiting paint, AND/OR (where indicated by Lessee's Architect) a minimum 42-inch wide aluminum/glass door and aluminum storefront frame, with exit-only panic bar locking hardware, hinges, surface-closer and concealed-overhead stop.

16.0 - Utilities

All utilities to be provided at designated utility entrance points into the building at locations approved by the Tenant. Landlord is responsible for all tap/connection and impact fees for all utilities. All Utilities to be coordinated with Tenant's Architect. Landlord shall have contained within the building a common main room to accommodate the utility services which include, but not limited, to electrical, fire alarm, security alarm and fire riser if in a multi-tenant building.

17.0 - Plumbing

Landlord to provide a segregated/dedicated potable water supply line that will be sized by Tenant's Engineer based on Tenant's water requirements (not tied-in to any other Tenant spaces, fire suppression systems, or irrigation systems unless mandated by Local Building and or Water Dept). Water supply shall be provided with a shut off valve, 2 (two) reduced pressure zone (RPZ) backflow preventers arranged in parallel (with floor drain or open site drain under RPZ's), and meter. Water supply to provide a continuous minimum pressure of 50 psi, maximum 80psi, with a minimum flow rate of 50 gallons per minute to Tenant space. The RPZ's and the Meter will be sized to the incoming line, or per water provider or municipality standards. Landlord to provide Tenant with the most recent site water flow and pressure test results (gallons per minute and psi) for approval. Landlord shall perform water flow and pressure test prior to lease execution. Landlord shall stub the dedicated water line into the Tenant lease space per location coordinated by Tenant.

Provide exterior (anti-freeze when required) hose bibs (minimum of 2) in locations approved by Tenant.

Building sanitary drain size will be determined by Tenant's Mech Engineer based on total combined drainage fixture units (DFU's) for entire building, but not less than 4 inch diameter. The drain shall be stubbed into the building per location coordinated by Tenant at an elevation no higher than 4 feet below finished floor elevation, to a maximum of 10 feet below finished floor elevation. (Coordinate actual depth and location with Tenant's Architect and Engineer.) Provide with a cleanout structure at building entry point. New sanitary building drain shall be properly pitched to accommodate Tenant's sanitary system design per Tenant's plumbing plans, and per applicable Plumbing Code(s). Lift station/sewage ejectors will not be permitted.

Sanitary sampling manhole to be installed by Landlord if required by local municipality.

Landlord to provide and pay for all tap fees related to new sanitary sewer and water services in accordance with local building and regulatory agencies.

18.0 - Fire Suppression System

A Sprinkler System will be installed if required by AHJ or if required by Tenant. Any single story standalone building or building that could expand to greater than 10,000SF will require a sprinkler system. Landlord shall design and install a complete turnkey sprinkler system that meets the requirements of NFPA #13 and all local building and life safety codes per NFPA 101-2000. This system will be on a dedicated water line independent of Tenant's potable water line requirements, or as required by local municipality or water provider. Landlord shall provide all

municipal (or code authority) approved shop drawings, service drops and sprinkler heads at heights per Tenant's reflective ceiling plan, flow control switches wired and tested, alarms including wiring and an electrically/telephonically controlled fire alarm control panel connected to a monitoring systems for emergency dispatch.

19.0 - Electrical

Provide underground service with a dedicated meter via a new CT cabinet per utility company standards. Service size to be determined by Tenant's engineer dependent on facility size and gas availability (400amp to 1,000amp service) 120/208 volt, 3 phase, 4 wire to a distribution panel board in the Tenant's utility room (location to be per Code and coordinated with Tenant and their Architect) for Tenant's exclusive use in powering equipment, appliances, lighting, heating, cooling and miscellaneous use. Landlord's service provisions shall include transformer coordination with utility company, transformer pad, grounding, and underground conduit wire sized for service inclusive of excavation, trenching and restoration, utility metering, distribution panel board with main and branch circuit breakers, and electrical service and building grounding per NEC. Tenant's engineer shall have the final approval on the electrical service size and location and the size and quantity of circuit breakers to be provided in the distribution panel board.

Landlord will provide up to 5 sub panels that can accommodate up to 42 circuits based on the Electrical Engineers design.

If lease space is in a multi-tenant building then Landlord to provide meter center with service disconnecting means, service grounding per NEC, dedicated combination CT cabinet with disconnect for Tenant and distribution panel board per above.

If Tenant so chooses to require an Emergency Transfer Switch hook-up for a temporary generator, Landlord will provide one at Landlord costs per Tenants Electrical design.

Landlord to provide main Fire Alarm Control panel that serves the Tenant space and will have the capacity to accommodate devices in Tenant space based on Fire Alarm system approved by local authority having jurisdiction. If lease space is in a multi-tenant building then Landlord to provide Fire Alarm panel to accommodate all tenants and locate panel in a common room with conduit stub into Tenant space. Landlord's Fire Alarm panel shall include supervision of fire suppression system(s) and connections to emergency dispatch or third party monitoring service in accordance with the local authority having jurisdiction.

Fire Alarm system equipment shall be equipped for double detection activation if required.

20.0 - Gas

Natural gas service, at a minimum, will be rated to have 6" water column pressure and supply 800,000-BTU's. Natural gas pipeline shall be run to HVAC units and HWH's per design drawings. Clinic shall be individually metered and sized per demand by Engineer. Additional electrical service capacity will be required if natural gas service is not available to the building.

21.0 - Mechanical /Heating Ventilation Air Conditioning *

Landlord to be responsible for all costs for the HVAC system based on the below criteria.

Tenant will be responsible for the design, procurement and installation of the HVAC system.

The criteria is as follows:

- Equipment to be Lennox RTU's
- Supply air shall be provided to the Premises sufficient for cooling and ventilation at the rate of 275 to 325 square feet per ton to meet Tenant's demands for a dialysis facility and the base building Shell loads.
- RTU Ductwork drops shall be concentric for air distribution until Tenant's General Contractor modifies distribution to align with Tenant's fit-out design criteria and layout and shall be extended 5' into the space for supply and return air. Extension of system beyond 5-feet shall be by Tenant's General Contractor.
- System to be a fully ducted return air design and will be by Tenant's General Contractor for the interior fit-out
- All ductwork to be externally lined except for the drops from the units.
- Provide 100% enthalpy economizer
- Units to include Power Exhaust
- Control system must be capable of performing all items outlined in the Sequence of Operations specification section
- RTU controller shall be compatible with a Building Management System using BACnet communication protocol.
- Provide high efficiency inverter rated non-overloading motors
- Provide 18" curbs, 36" in Northern areas with significant snow fall
- Units to have disconnect and service outlet at unit
- Units will include motorized dampers for OA, RA & EA
- System shall be capable of providing 55deg supply air temperature when it is in the cooling mode

Equipment will be new and come with a full warranty on all parts including compressors (minimum of 5yrs) including labor. Work to include, but not limited to, the purchase of the units, installation, roof framing, mechanical curbs, flashings, gas & electrical hook-up, coordination with Building Management System supplier, temporary construction thermostats, start-up and commissioning. Anticipate minimum up to five (5) zones with programmable thermostat and or DDC controls (Note: The 5 zones of conditioning may be provided by individual constant volume RTU's, or by a VAV or VVT system of zone control with a single RTU). Tenant's engineer shall have the final approval on the sizes, tonnages, zoning, location and number of HVAC units based on Tenant's design criteria and local and state codes.

Landlord to furnish steel framing members, roof curbs and flashing to support Tenant exhaust fans (minimum of 4) to be located by Tenant's architect.

22.0 - Telephone

Landlord shall provide a single 2" PVC underground conduit entrance into Tenant's utility room to serve as chase way for new telephone service. Entrance conduit location shall be coordinated with Tenant.

23.0 - Cable TV

Landlord shall provide a single 2" PVC underground conduit entrance into Tenant utility room to serve as chase way for new cable television service. Entrance conduit location shall be coordinated with Tenant.

Tenant shall have the right to place a satellite dish on the roof and run appropriate electrical cabling from the Premises to such satellite dish and/or install cable service to the Premises at no additional fee. Landlord shall reasonably cooperate and grant "right of access" with Tenant's satellite or cable provider to ensure there is no delay in acquiring such services.

24.0 - Handicap Accessibility

Full compliance with ADA and all local jurisdictions' handicap requirements. Landlord shall comply with all ADA regulations affecting the Building and entrance to Tenant space including, but not limited to, the elevator, exterior and interior doors, concrete curb cuts, ramps and walk approaches to / from the parking lot, detectable warnings, parking lot striping for four (4) dedicated handicap stalls for a unit up to 20 station clinic and six (6) HC stalls for units over 20 stations handicap stalls inclusive of pavement markings and stall signs with current local provisions for handicap parking stalls, delivery areas and walkways.

Finish floor elevation is to be determined per Tenant's architectural plan in conjunction with Landlord's civil engineering and grading plans. If required, Landlord to construct concrete ramp of minimum 5' width, provide safety rails if needed, provide a gradual transitions from overhead canopy and parking lot grade to finish floor elevation. Concrete surfaces to be troweled for slip resistant finish condition according to accessible standards.

25.0 - Exiting

Landlord shall provide at the main entrance and rear doors safety lights, exterior service lights, exit sign and emergency lights with battery backup signs per doorway, in accordance with applicable building codes, local fire codes and other applicable regulations, ordinances and codes. The exiting shall encompass all routes from access points terminating at public right of way.

26.0 - Site Development Scope of Requirements

Landlord to provide Tenant with a site boundary and topographic ALTA survey, civil engineering and grading plans prepared by a registered professional engineer. Civil engineering plan is to include necessary details to comply with municipal standards. Plans will be submitted to Tenant Architect for coordination purposes. Site development is to include the following:

- Utility extensions, service entrance locations, inspection manholes;
- Parking lot design, stall sizes per municipal standard in conformance to zoning requirement;
- Site grading with Storm water management control measures (detention / retention / restrictions);
- Refuse enclosure location & construction details for trash and recycling;
- Handicap stall location to be as close to front entrance as possible;
- Side walk placement for patron access, delivery via service entrance;
- Concrete curbing for greenbelt management;
- Site lighting;
- Conduits for Tenant signage;
- Site and parking to accommodate tractor trailer 18 wheel truck delivery access to service entrance;
- Ramps and curb depressions.
- Landscaping shrub and turf as required per municipality;
- Irrigation system if Landlord so desires and will be designed by landscape architect and approved by planning department;
- Construction details, specifications / standards of installation and legends;

- Final grade will be sloped away from building.

27.0 - Refuse Enclosure

Landlord to provide a minimum 6" thick reinforced concrete pad approx. 100 to 150SF based on Tenant's requirements and an 8' x 12' apron way to accommodate dumpster and vehicle weight. Enclosure to be provided as required by local codes.

28.0 - Generator

Landlord to allow a generator to be installed onsite if required by code or Tenant chooses to provide one at Tenants costs.

29.0 - Site Lighting

Landlord to provide adequate lighting per code and to illuminate all parking, pathways, and building access points readied for connection into Tenant power panel. Location of pole fixtures per Landlord civil plan to maximize illumination coverage across site. Parking lot lighting to include timer (to be programmed per Tenant hours of operation) or a photocell. Parking lot lighting shall be connected to and powered by Landlord house panel (if in a Multi-tenant building) and equipped with a code compliant 90 minute battery back up at all access points.

30.0 - Exterior Building Lighting

Landlord to provide adequate lighting and power per code and to illuminate the building main, exit and service entrance, landings and related sidewalks. Lighting shall be connected to and powered by Landlord house panel and equipped with a code compliant 90 minute battery back up at all access points.

31.0 - Parking Lot

Provide adequate amount of handicap and standard parking stalls in accordance with dialysis use and overall building uses. Stalls to receive striping, lot to receive traffic directional arrows and concrete curbs or parking bumpers. Bumpers to be firmly spike anchored in place onto the asphalt per stall alignment.

Asphalt wearing and binder course to meet geographical location design requirements for parking area and for truck delivery driveway.

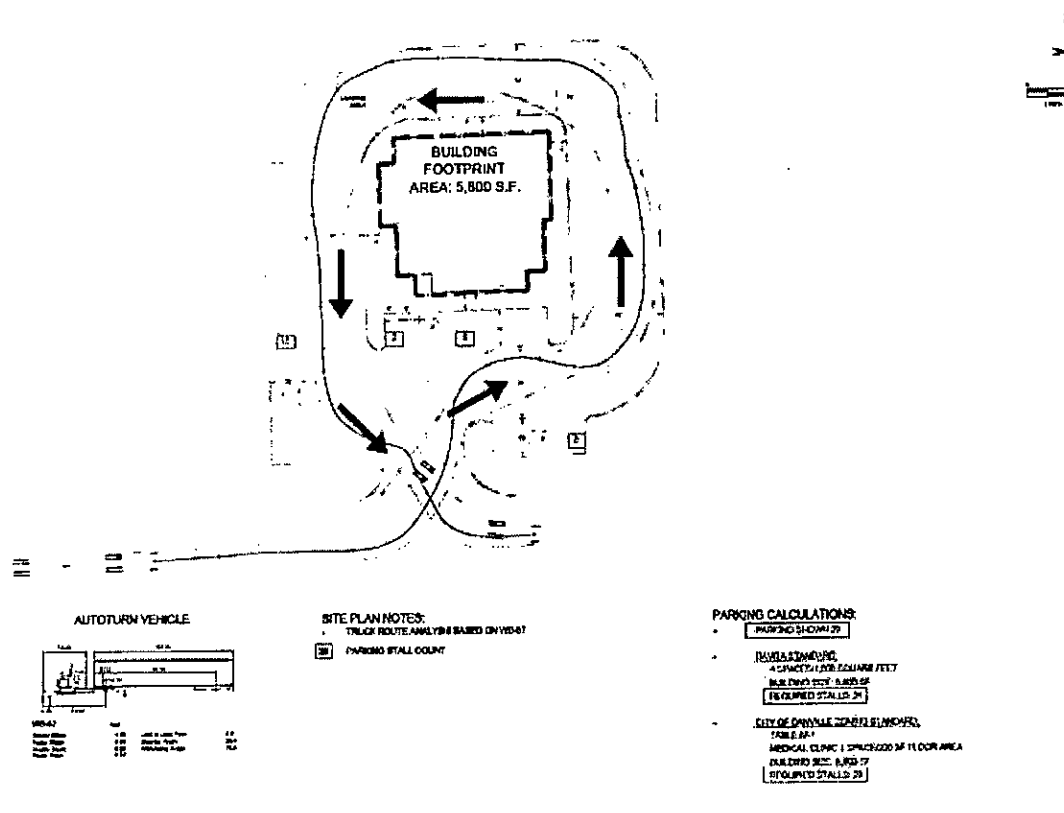
Asphalt to be graded gradual to meet handicap and civil site slope standards, graded into & out of new patient drop off canopy and provide positive drainage to in place storm catch basins leaving surface free of standing water, bird baths or ice buildup potential.

32.0 - Site Signage

Landlord to provide allowance of \$ 4,500 for an illuminated monument/pylon site sign with base and a \$ 7,000 allowance for a facade mounted sign which will include electrical to both Final sign layout to be provided and approved by Tenant and City.

EXHIBIT B

BUILDING SITE PLAN



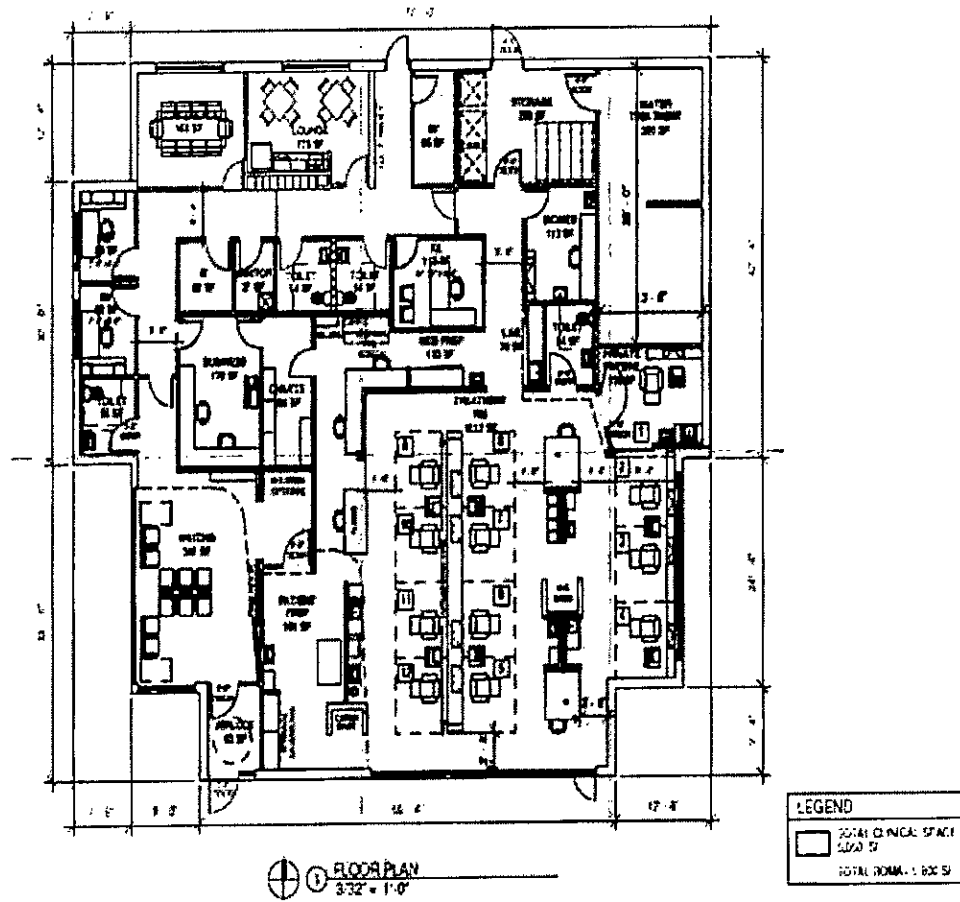


EXHIBIT C

FORM OF COMMENCEMENT DATE MEMORANDUM

COMMENCEMENT DATE MEMORANDUM

With respect to that certain lease ("Lease") dated _____, between GENESIS KC DEVELOPMENT, LLC, a Delaware limited liability company ("Landlord") and _____ ("Tenant"), whereby Landlord leased to Tenant and Tenant leased from Landlord space located at _____ (the "Premises"). Tenant and Landlord hereby acknowledge as follows:

- (1) Landlord delivered possession of the Premises to Tenant on _____ (the "Possession Date").
- (2) The Term of the Lease commenced on _____ (the "Commencement Date").
- (3) The Termination Date of the Lease is _____.
- (4) It is agreed that the first Lease Year shall end on _____ and that each subsequent Lease Year shall end on _____.
- (5) Tenant shall commence payment of Rent on _____.
- (6) The Premises contain _____ rentable square feet of space (the "Building Rentable Area").
- (7) The last dates upon which the respective renewal options may be exercised are _____, _____, _____, and _____.

All capitalized terms herein, not otherwise defined herein, shall have the meaning assigned in the Lease.

[Signature pages follow]

IN WITNESS WHEREOF, this Commencement Date Memorandum is executed
the date(s) set forth below.

LANDLORD:

TENANT:

GENESIS KC DEVELOPMENT, LLC, a [DAVITA ENTITY],
Delaware limited liability company a _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT D

**FORM OF SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

[TO BE CONFORMED TO COUNTY RECORDING REQUIREMENTS]

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is entered into as of _____, 20____ (the "Effective Date"), between _____ (the "Mortgagee"), and _____ (the "Tenant").

WHEREAS, by Lease dated _____, 20____ (hereinafter called the "Lease"), _____, a _____ (hereinafter called "Landlord") has leased to Tenant and Tenant has rented from Landlord the approximately _____ rentable square feet of leased premises ("Tenant's Premises") located at _____ as more fully described in Exhibit A attached hereto and incorporated by reference (such real property, including all buildings, improvements, structures and fixtures located thereon, "Landlord's Premises").

WHEREAS, Mortgagee has made a loan to Landlord in the original principal amount of \$ _____ (the "Loan"); and

WHEREAS, To secure the Loan, Landlord has encumbered Landlord's Premises by entering into that certain [Mortgage and Security Agreement] dated _____, in favor of Mortgagee (as amended, increased, renewed, extended, spread, consolidated, severed, restated or otherwise changed from time to time, the "Mortgage") recorded on _____, under Clerk's File No. _____, in the Official Public Records of Real Property of the County of _____, State of _____.

WHEREAS, Tenant desires that Mortgagee recognize Tenant's rights under the Lease in the event of foreclosure of Mortgagee's lien, and Tenant is willing to agree to attorn to the purchaser at such foreclosure if Mortgagee will recognize Tenant's right of possession under the Lease.

NOW, THEREFORE, for and in consideration of their respective covenants herein made and the receipt of other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

D-1

Danville, IL (#11289)
886983.1

Attachment - 34

1. Definitions.

The following terms shall have the following meanings for purposes of this Agreement.

1.1 *Foreclosure Event.* A "*Foreclosure Event*" means: (a) foreclosure under the Mortgage; (b) any other exercise by Mortgagee of rights and remedies (whether under the Mortgage or under applicable Law, including bankruptcy Law) as holder of the Loan and/or the Mortgage, as a result of which Successor Landlord becomes owner of Landlord's Premises; or (c) delivery by Landlord to Mortgagee (or its designee or nominee) of a deed or other conveyance of Landlord's interest in Landlord's Premises in lieu of any of the foregoing.

1.2 *Former Landlord.* A "*Former Landlord*" means Landlord and any other party that was a landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

1.3 *Offset Right.* An "*Offset Right*" means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction or abatement against Tenant's payment of Rent or performance of Tenant's other obligations under the Lease, arising (whether under the Lease or other applicable law) from Landlord's breach or default under the Lease.

1.4. *Rent.* The "*Rent*" means any fixed rent, base rent or additional rent under the Lease.

1.5 *Successor Landlord.* A "*Successor Landlord*" means any party that becomes owner of Landlord's Premises as the result of a Foreclosure Event.

1.6 *Termination Right.* A "*Termination Right*" means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Landlord's breach or default under the Lease.

2. Subordination.

The Lease shall be, and shall at all times remain, subject and subordinate to the lien of the Mortgage, and all advances made under the Mortgage.

3. Non-disturbance, Recognition and Attornment.

3.1 *No Exercise of Mortgage Remedies Against Tenant.* So long as the Lease has not been terminated on account of Tenant's default (an "Event of Default"), Mortgagee shall not name or join Tenant as a defendant in any exercise of Mortgagee's rights and remedies arising upon a default under the Mortgage unless applicable law

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requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Mortgagee may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action. If Mortgagee joins Tenant in such action, Landlord, by executing the Consent hereinafter set forth, agrees to indemnify, defend and hold Tenant harmless from and against any loss, cost or expense incurred or suffered by Tenant, including without limitation, legal fees, in being a party to or arising from such action, which indemnity shall survive termination or expiration of this Agreement.

3.2 *Non-disturbance and Attornment.* If the Lease has not been terminated on account of an Event of Default by Tenant, then, when Successor Landlord takes title to Landlord's Premises: (a) Successor Landlord shall not terminate or disturb Tenant's possession or quiet enjoyment of Tenant's Premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (b) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); (c) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct landlord under the Lease as affected by this Agreement; and (d) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant.

3.3 *Further Documentation.* The provisions of Section 3 shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of Section 3 in writing upon request by either of them.

3.4 *Consent to Lease.* Mortgagee hereby consents to the Lease and all of the terms and conditions thereof.

4. **Protection of Successor Landlord.**

Notwithstanding anything to the contrary in the Lease or the Mortgage, Successor Landlord shall not be liable for or bound by any of the following matters:

4.1 *Claims Against Former Landlord.* Any Offset Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of attornment unless and to the extent that Mortgagee was furnished notice and opportunity to cure the same. (The foregoing shall not limit Tenant's right to exercise against Successor Landlord any Offset Right otherwise available to Tenant because of events occurring after the date of attornment, if any).

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4.2 *Prepayments.* Any payment of Rent that Tenant may have made to Former Landlord more than thirty (30) days before the date such Rent was first due and payable under the Lease with respect to any period after the date of attornment other than, and only to the extent that, the Lease expressly required such a prepayment.

4.3 *Payment; Security Deposit.* Any obligation: (a) to pay Tenant any sum(s) that any Former Landlord owed to Tenant or (b) with respect to any security deposited with Former Landlord, unless such security was actually delivered to Mortgagee.

4.4 *Lease.* Tenant hereby covenants and agrees that, so long as the Mortgage remains in force and effect:

- (a) No Modification, Termination or Cancellation. Tenant shall not consent to any material modification, termination or cancellation of the Lease without Mortgagee's prior written consent, which consent shall not be unreasonable withheld and shall be deemed given if Mortgagee fails to respond in writing within 15 days following receipt of written notice.
- (b) Notice of Default. Tenant shall notify Mortgagee in writing concurrently with any notice given to Landlord of any breach of or default by Landlord under the Lease. Tenant agrees that Mortgagee shall have the right (but not the obligation) to cure any breach or default specified in such notice within the time period set forth in the Lease for Landlord's performance.
- (c) Assignment of Rents. Upon receipt by Tenant of written notice from Mortgagee that Mortgagee has elected to terminate the license granted to Landlord to collect rents, as provided in the Mortgage, and directing Tenant to make payment thereof to Mortgagee, Tenant shall not be required to determine whether Landlord is in default under any obligations to Mortgagee before complying with such direction and shall not be liable to Landlord for failure to pay Landlord any sums that are paid instead to Mortgagee.

5. **Miscellaneous.**

5.1 *Notices.* All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered. Notices shall be effective the next business day after being sent by overnight courier service, and three (3) business days after being sent by certified mail (return receipt requested). Unless and until notice of a change of address is given under this Agreement, notices or other communications shall be given to Mortgagee and Tenant, respectively, at the following address:

Mortgagee:

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Attn: _____

Landlord:

Tenant:

c/o DaVita HealthCare Partners Inc.
Attention: Real Estate Legal
2000 16th Street
Denver, CO 80202

Concurrent copy to: relegal@davita.com
Subject: Danville, IL (11289)

5.2 *Successors and Assigns.* This Agreement shall bind and benefit the parties their successors and assigns, any Successor Landlord, and its successors and assigns.

5.3 *Entire Agreement.* This Agreement constitutes the entire agreement between Mortgagee and Tenant regarding the subordination of the Lease to the Mortgage and the rights and obligations of Tenant and Mortgagee as to the subject matter of this Agreement.

5.4 *Interaction with Lease and with Mortgage.* If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties to this Agreement and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of non-disturbance agreements by the holder of the Mortgage. Mortgagee confirms that Mortgagee has consented to Landlord's entering into the Lease.

5.5 *Interpretation; Governing Law.* The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State where the Premises is located, including its principles of conflict of laws.

5.6 *Amendments.* This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by all parties to this Agreement.

5.7 *Execution.* This Agreement may be executed electronically and in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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5.8 *Representations.* Each party represents that it has full authority to enter into this Agreement and that those signatories executing this Agreement on its behalf have full power and authority to executed this Agreement. Mortgagee agrees to keep a copy of this Agreement in its permanent mortgage records with respect to the Loan. This Agreement shall be null and void unless Tenant receives a fully executed original counterpart hereof on or before the sixtieth (60th) day following the date of Tenant's execution.

5.9 *Recordation.* Upon full execution, this Agreement may be recorded in the real property records of the county in which the Premises is located by either party hereto, provided that the recording party delivers to the other party a copy of the recorded document. The recording party shall be responsible for the costs of recording this Agreement.

[Signature page follows]

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IN WITNESS WHEREOF, this Agreement has been duly executed by Mortgagee and Tenant as of the date(s) set forth below.

MORTGAGEE:

By: _____

Name: _____

Title: 1970-1971

Date: _____

STATE OF)
) SS
COUNTY OF)

I, _____, a Notary Public in and for the County and State of _____, do hereby certify that _____ the _____ of _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said _____, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

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TENANT:

[DAVITA ENTITY],

a _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)

) SS

COUNTY OF _____)

I, _____, a Notary Public in and for the County and State
aforesaid, do hereby certify that _____ the
_____ of _____,

who is personally known to me to be the same person whose name is subscribed to the
foregoing instrument, appeared before me in person and acknowledged that he/she
signed, sealed and delivered the said instrument as his/her own free and voluntary act
and as the free and voluntary act of said _____, for the uses and
purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

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LANDLORD'S CONSENT

Landlord consents and agrees to the foregoing Agreement (including without limitation, the provisions of Section 3.1 & 4.4), which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive or diminish any of Landlord's obligations under the Mortgage or the Lease. The above Agreement discharges any obligations of Mortgagee under the Mortgage and related loan documents to enter into a non-disturbance agreement with Tenant and the obligations of Tenant to enter into a subordination agreement with Mortgagee.

LANDLORD:

_____, a _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
COUNTY OF _____) SS

I, _____, a Notary Public in and for the County and State
aforesaid, do hereby certify that _____ the
_____ of _____, a
_____, who is personally known to me to be the same person
whose name is subscribed to the foregoing instrument, appeared before me in person
and acknowledged that he/she signed, sealed and delivered the said instrument as
his/her own free and voluntary act and as the free and voluntary act of said
_____, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

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EXHIBIT A TO
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Landlord's Premises

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886983.1

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EXHIBIT E

FORM OF ESTOPPEL CERTIFICATE

ESTOPPEL CERTIFICATE

THIS ESTOPPEL CERTIFICATE is made as of the ____ day of _____, 20__ by _____ in connection with that certain Lease Agreement dated _____ by and between _____, as Tenant and GENESIS KC DEVELOPMENT, LLC, a Delaware limited liability company, as Landlord (the "Lease") for the premises located at _____ (the "Premises").

Tenant hereby certifies to the best of Tenant's knowledge to (Landlord or Lender or Both) as follows:

1. The Lease is now in full force and effect and has not been amended, modified, or assigned except by the _____ dated _____. There are no other oral or written agreements or understandings between Landlord and Tenant relating to the Premises. As of the date hereof, the Lease is in full force and effect.

2. To Tenant's knowledge and belief, the information set forth below is true and correct as of the date hereof:

- (a) Approximate square footage of the Premises: _____ rentable square feet
- (b) Monthly installment of Rent as of the date hereof: \$_____
- (c) Commencement Date: _____
- (d) Termination date: _____
- (e) Security deposit: _____
- (f) Prepaid rent in the amount of: _____
- (g) Renewal Options: _____

3. To the best of Tenant's actual knowledge and belief, without inquiry or investigation, there exists no default, or breach on the part of either Tenant or Landlord under the Lease. (except _____)

4. There are no credits, defenses, or offsets to the enforcement of the Lease, except, _____, as set forth in the Lease.

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5. No rent has been or will be paid more than 30 days in advance.

6. All legal notices to Tenant shall be sent to:

Tenant: _____
c/o DaVita HealthCare Partners Inc.
Attention: Real Estate Legal
2000 16th Street
Denver, CO 80202

Concurrently to: relegal@davita.com
Subject: Danville, IL (11289)

IN WITNESS WHEREOF, _____ has executed
this Estoppel Certificate as of the date first above written.

TENANT:

By: _____
Name: _____
Title: _____

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886963.1

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EXHIBIT F

FORM OF MEMORANDUM OF LEASE

[TO BE CONFORMED TO COUNTY RECORDING REQUIREMENTS]

Prepared by and Return to:

Parcel ID: _____

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is made and entered into this ____ day of _____, 20__, by and between GENESIS KC DEVELOPMENT, LLC, a Delaware limited liability company ("Landlord") and TOTAL RENAL CARE, INC., a California corporation ("Tenant"). Tenant and Landlord agree to and acknowledge the following matters:

1. Landlord and Tenant entered into that certain Lease Agreement dated as of _____, 20__ (the "Lease"), wherein Landlord has leased to Tenant, and Tenant has leased from Landlord, subject to the terms, covenants and conditions contained therein, space consisting of approximately 5,800 rentable square feet (the "Premises"), located at _____ in _____, _____, as legally described on Exhibit A, attached and incorporated herein by reference (the "Property").

2. The term of the Lease is for an initial period of 180 months commencing upon the earlier of the Possession Date or the Commencement Date, as defined in the Lease, (the "Lease Term"), subject to a right to extend and renew the Lease for two successive additional periods of five years each.

3. Pursuant to the Lease, Tenant has a right of first offer to purchase the Property.

4. The Lease contains certain restrictions on Landlord's ability to sell, rent or permit any property owned, leased or controlled by Landlord or any affiliate of Landlord to a business that provides renal dialysis, renal dialysis home training, any aphaeresis service(s) or similar blood separation or cell collection procedures within a five mile radius of the Property.

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5. The address of Landlord is c/o DaVita HealthCare Partners Inc., Attention: Real Estate Legal, 2000 16th Street, Denver, CO 80202, concurrently to: relegal@davita.com, Subject: Danville, IL (11289).

6. The address of Tenant is c/o DaVita HealthCare Partners Inc., Attention: Real Estate Legal, 2000 16th Street, Denver, CO 80202, concurrently to: relegal@davita.com, Subject: Danville, IL (11289).

7. The purpose of this Memorandum is to give record notice to all persons that Tenant has a leasehold interest in the Premises with related use exclusivity rights, [and right of first refusal/options rights] pursuant to the Lease, in addition to other rights and obligations created therein, all of which are confirmed.

8. Any capitalized terms utilized herein that are not otherwise defined shall be deemed to have the same meaning as set forth in the Lease.

9. In the event of a conflict between the terms of the Lease and the terms of this Memorandum, the terms of the Lease shall control.

10. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature pages follow]

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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

LANDLORD:

GENESIS KC DEVELOPMENT, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State of _____, do hereby certify that _____ the _____ of Genesis KC Development, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

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TENANT:

[DAVITA ENTITY],

a _____

By: _____

Name: J. J. J.

Title: AMERICAN

Date: _____

STATE OF _____)
COUNTY OF _____) SS

I, _____, a Notary Public in and for the County and State of _____, do hereby certify that _____ the _____ of _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said _____, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

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EXHIBIT A
TO
MEMORANDUM OF LEASE

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Danville, IL (#11289)
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EXHIBIT G

FORM OF GUARANTY

GUARANTY

WHEREAS, _____, a _____, as assignee of Genesis KC Development, LLC, a Delaware limited liability company ("Landlord") and _____ ("Tenant"), are parties to that certain lease agreement dated _____, covering certain premises located at _____ (the "Premises") in _____ (the "Lease"); and

WHEREAS, the Landlord requires that the undersigned unconditionally becomes a guarantor to Landlord for the obligations of Tenant under the Lease; and

WHEREAS, the undersigned is the ultimate parent corporation.

NOW THEREFORE, in consideration of good and valuable consideration and intending to be legally bound hereby, the undersigned hereby unconditionally becomes a guarantor to Landlord, its successors and assigns as follows:

1. The undersigned guaranties the full, faithful and punctual performance of each and all of the covenants, agreements and conditions of the Lease, to be kept and performed by Tenant (subject to all applicable notice and/or cure periods set forth in the Lease), in accordance with and within the time prescribed by the Lease (hereinafter collectively referred to as the "Liabilities"). Notwithstanding anything herein to the contrary, this Guaranty, and all the obligations of the undersigned hereunder, shall terminate upon the expiration of the initial "Term" (as defined in the Lease) of the Lease.

2. Landlord shall have the right from time to time, and at any time in its sole discretion, without notice to or consent from the undersigned, or without affecting, impairing or discharging in whole or in part, the Liabilities or the obligations of the undersigned hereunder, to modify, change, extend, alter, amend, or supplement in any respect whatever, the Lease, or any agreement or transaction between Landlord and Tenant or between Landlord and any other party liable for the Liabilities, or any portion or provision thereof; to grant extension of time and other indulgences of any kind to Tenant; to compromise, release, substitute, exercise, enforce or fail to refuse to exercise or enforce any claims, rights, or remedies of any kind which Landlord may have at any time against Tenant or any other party liable for the Liabilities, or any thereof, or with respect to any security of any kind held by Landlord at any time under any agreement or otherwise.

3. The undersigned waives: (a) all notice, including but not limited to (i) notice of acceptance of this Guaranty; (ii) notice of presentment, demand for payment, or protest of any of the Liabilities, or the obligation of any person, firm, or corporation

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held by Landlord as collateral security; (b) trial by jury and the right thereto in any proceeding of any kind, whether arising on or out of, under or by reason of this Guaranty, or any other agreement or transaction between the undersigned, Landlord and/or Tenant; and (c) all notices of the financial condition or of any adverse or other change in the financial condition of Tenant.

4. Landlord may, without notice, assign this Guaranty in whole or in part to Landlord's successor in interest under the Lease, and no assignment of this Guaranty shall operate to extinguish or diminish the liability of the undersigned hereunder. The assignment of the Lease by Tenant to an entity not affiliated with the undersigned, to the extent such assignment is made in accordance with the terms of the Lease, shall automatically terminate this Guaranty, and thereafter, the undersigned shall have no further liability hereunder; provided, however, if Tenant assigns the Lease to any person, corporation, partnership or other entity which acquires all or substantially all of the business or assets of Tenant or stock in Tenant without Landlord's consent in accordance with the terms of the Lease, then the Guaranty shall automatically terminate only if (i) such assignee has a net worth of at least \$25,000,000 and such assignee or Tenant provides Landlord with a letter of credit for 100% of the then remaining rent due under the Lease, or such assignee has a net worth of at least \$1,000,000,000, (ii) such assignee provide a guaranty to Landlord from a creditworthy source satisfactory to Landlord in its reasonable discretion, (iii) such assignee provides Landlord, as security for the assignee's obligations under the Lease, a letter of credit in an amount the parties agree is commercially reasonable in light of the assignee's creditworthiness and the amount of base rent payable from the effective date of the assignment through the expiration of the initial Term of the Lease, or (iv) the parties agree upon another mutually satisfactory replacement for this Guaranty.

5. The liability of the undersigned under the Guaranty shall be primary under any right of action which shall accrue to Landlord under the Lease and Landlord may, at its option, proceed against the undersigned without having to commence any action, or have obtained any judgment against Tenant.

6. All of the Liabilities and the obligations of the undersigned hereunder shall be immediately due and payable by the undersigned, anything contained herein to the contrary notwithstanding, immediately upon the occurrence of a default under the Lease which continues beyond the expiration of the applicable notice and/or grace period, if any, under the Lease.

7. The obligations of the undersigned hereunder shall not be affected, impaired or discharged, in whole or in part, by reason of: (a) the entry of an order for relief pursuant to the United States Bankruptcy Code by or against Tenant or the undersigned; or (b) the proposal of or the consummation of a plan of reorganization concerning Tenant or the undersigned.

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8. The waiver of any right by Landlord or its failure to exercise promptly any right shall not be construed as the waiver of any other right including the right to exercise the same at any time thereafter. No waiver or modification of any of the terms or conditions of this Guaranty shall be binding against Landlord unless such waiver or modification is in a writing signed by Landlord.

9. The provisions of the Guaranty shall bind all of the respective successors and assigns of the undersigned and shall inure to the benefit of Landlord, its successors and assigns.

10. All rights and remedies of Landlord are cumulative and not alternative. This Guaranty is, and shall be deemed to be, a contract entered into under and pursuant to the laws of the State of _____ and shall be in all respects governed, construed, applied and enforced in accordance with the laws of said State.

11. The undersigned represents that at the time of the execution and delivery of this Guaranty nothing exists to impair the effectiveness of the obligations of the undersigned to Landlord hereunder, or the immediate taking effect of this Guaranty between the undersigned and Landlord with respect to the undersigned becoming a surety for the Liabilities.

IN WITNESS WHEREOF, the undersigned has caused this Guaranty to be executed on _____.

DAVITA HEALTHCARE PARTNERS INC.

By: _____

Name: _____

Title: _____

Exhibit

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Danville, IL (#11289)
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EXHIBIT H

**FORM OF LEASE AMENDMENT
(FINAL RENT)**

AMENDMENT TO LEASE

THIS _____ **AMENDMENT TO LEASE** (the "_____
Amendment") is made as of _____, by and between
GENESIS KC DEVELOPMENT, LLC, a Delaware limited liability company ("Landlord")
and **[INSERT DAVITA ENTITY]** ("Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant entered into a Lease ("Lease") dated
_____ for the leasing of certain premises located at
_____ and further described in Exhibit A of that Lease
("Premises"); and

WHEREAS, the Landlord and Tenant desire to amend said Lease to update the
base rent amounts payable thereunder in accordance with Section 3 of the Lease;

NOW THEREFORE, in consideration of the mutual covenants and agreements
herein contained, the benefits to each party resulting herefrom and for other valuable
consideration, the receipt and sufficiency of which are irrevocably and unconditionally
hereby acknowledged, the parties hereto, intending to be fully legally bound, agree as
follows:

1. The first two sentences of Section 3 of the Lease are hereby deleted in
their entirety and replaced with the following:

Beginning on the Commencement Date, Tenant shall pay as initial annual
base rent ("Rent") \$_____; based on a \$_____ per rentable
square foot amount for each square foot of Building Rentable Area, as
finally determined under this Section 3. Tenant shall pay such Rent in
monthly installments in the amount of \$_____, in advance, on the first
day of each calendar month during the Term, such monthly installment
and any Additional Rent or other charges to be prorated for any partial
calendar month in which the Commencement Date or Termination Date
occurs.

2. Schedule 2 of the Lease is hereby deleted in its entirety and replaced with
the Schedule 2 (Amended) attached hereto.

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3. All obligations of the parties to be performed or complied with through and including the date of this _____ Amendment have been fully performed or complied with, and there exists no default or condition, state of facts, or event that, with the passing of time or the giving of notice, or both, would constitute a default by either party in the performance of its obligations under the Lease.

4. The address of the Premises shall be _____.

5. This _____ Amendment shall be effective as of the _____ day of _____, 20____ (the "_____ Amendment Effective Date").

6. All of the terms, covenants and conditions of the Lease not modified herein, remain in full force and effect, and shall become a part of this extension.

7. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this _____ Amendment to Lease as of the day and year first written above.

LANDLORD:

GENESIS KC DEVELOPMENT, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

TENANT:
[Insert DaVita Entity]

By: _____
Name: _____
Title: _____

**FOR TENANT'S INTERNAL PURPOSES
ONLY:**

APPROVED AS TO FORM ONLY:

By: _____
Name: _____

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Title: _____

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SCHEDULE 2 (AMENDED)

RENT CALCULATION

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EXHIBIT I
COVENANTS, CONDITIONS AND RESTRICTIONS

Easement with Covenants and Restrictions Affecting Land dated April 24, 1996 and recorded April 25, 1996 as document 96-0004027 made between Wal-Mart Stores, Inc., a Delaware corporation and Danville Crossings L.P., and the terms and provisions contained therein.

First Amendment to Easement with Covenants and Restrictions Affecting Land dated April 23, 1998 and recorded May 22, 1998 as document 98-0005790.

Second Amendment to Easement with Covenants and Restrictions Affecting Land dated February 16, 1999 and recorded March 19, 1999 as document 99-0003121.

Third Amendment to Easement with Covenants and Restrictions Affecting Land dated October 4, 2000 and recorded December 8, 2000 as document 00-0015017.

Fourth Amendment to Easements with Covenants and Restrictions Affecting Land dated November 14, 2001 and recorded March 6, 2002 as document 02-0003197.

Declaration of Restrictions dated October 14, 2002 and recorded October 16, 2002 as document 02-0013998, made by Danville Crossing, L.P., an Illinois limited partnership, and the terms and provisions contained therein.

Utility easement as shown on the Final Plat of Danville Crossings 2 recorded November 7, 1997 as document 97-0012098. (Affects the land as depicted on plat)

Building setback lines as shown on the Final Plat of Danville Crossings 2 recorded November 7, 1997 as document 97-0012098. (Affects the land as depicted on plat)

SCHEDULE 2

RENT CALCULATION

PROJECT COSTS: \$1,508,778.00

PE ESTABLISHED RENT MULTIPLIER CONSTANT: 9.5%

RENT:

INITIAL YEAR BASE RENT: \$143,334.00

BASE RENT PER SQFT: \$24.71

SCHEDULE 2-1

Danville, IL (#11289)
886983.1

Attachment – 34

Certificate Of Completion

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Envelope Originator:
 Amy DeColibus
 2000 16th Street
 Denver, CO 80202
 amy.decolibus@davita.com
 IP Address: 208.31.38.197

Record Tracking

Status: Original
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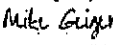
Holder: Amy DeColibus
 amy.decolibus@davita.com

Location: DocuSign

Signer Events

Mike Geiger
 mike.geiger@davita.com
 Assistant General Counsel
 DaVita
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Not Offered
 ID:

Signature

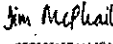
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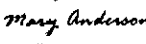
Jim McPhail
 jim.mcphail@davita.com
 VP-real estate & center development
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Accepted: 8/31/2015 9:02:55 AM PT
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Mary Anderson
 mary.j.anderson@davita.com
 Divisional Vice President
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 (None)
 Electronic Record and Signature Disclosure:
 Accepted: 8/31/2015 9:04:36 AM PT
 ID: df15452d-c76f-40ae-89ed-c48b49f26eb6

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Assistant General Counsel

DaVita

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(None)

Electronic Record and Signature Disclosure:
Accepted: 9/30/2014 6:22:05 AM PT
ID: 009b96b6-7b25-48da-85ba-1eedc3dc61a2

Leslie Fry
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DaVita

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(None)

Electronic Record and Signature Disclosure:
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ID:

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DaVita:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: emily.briggs@davita.com

To advise DaVita of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at jennifer.vanhyning@davita.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from DaVita

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to emily.briggs@davita.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DaVita

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to emily.briggs@davita.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify DaVita as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by DaVita during the course of my relationship with you.

Section IX, Financial Feasibility

Criterion 1120.130 – Financial Viability Waiver

The project will be funded entirely with cash. A copy of DaVita's 2017 10-K Statement evidencing sufficient internal resources to fund the project was previously submitted on March 6, 2018.

Section X, Economic Feasibility Review Criteria

Criterion 1120.140(a), Reasonableness of Financing Arrangements

Attached at Attachment – 37A is a letter from Arturo Sida, Assistant Corporate Secretary of DaVita Inc. and Total Renal Care Inc., attesting that the total estimated project costs will be funded entirely with cash.



Kathryn Olson
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Re: Reasonableness of Financing Arrangements

Dear Chair Olson:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 and pursuant to 77 Ill. Admin. Code § 1120.140(a) that the total estimated project costs and related costs will be funded in total with cash and cash equivalents.

Further, the project involves the leasing of a facility. The expenses incurred with leasing the facility are less costly than constructing a new facility.

Sincerely,

A handwritten signature in black ink, appearing to read "Art Sida", is written over a horizontal line.

Print Name: Arturo Sida
Its: Assistant Corporate Secretary, DaVita Inc.
Secretary of Total Renal Care, Inc.

Subscribed and sworn to me
This ____ day of ____, 2018

Notary Public

See Attached

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On March 5, 2018 before me, Kimberly Ann K. Burgo, Notary Public
(here insert name and title of the officer)

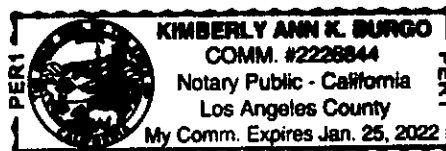
personally appeared *** Arturo Sida ***

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



OPTIONAL INFORMATION

Law does not require the information below. This information could be of great value to any person(s) relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: IL CON Application (DaVita Inc. / Total Renal Care, Inc. / Genesis KC Development, LLC)

Document Date: March 5, 2018 Number of Pages: 1 (one)

Signer(s) if Different Than Above: _____

Other Information: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name(s):

☐ Individual

☒ Corporate Officer Assistant Corporate Secretary / Secretary

(Title(s))

☐ Partner

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian/Conservator

☐ Other: _____

SIGNER IS REPRESENTING: Name of Person or Entity DaVita Inc. / Total Renal Care, Inc. / Genesis KC Development, LLC

Vermilion County Dialysis

Section X, Economic Feasibility Review Criteria
Criterion 1120.140(b), Conditions of Debt Financing

Attached at Attachment – 37A is a letter from Arturo Sida, Assistant Corporate Secretary of DaVita Inc. attesting that the project involves the leasing of facilities and that the expenses incurred with leasing a facility is less costly than constructing a new facility.

Section X, Economic Feasibility Review Criteria
Criterion 1120.140(c), Reasonableness of Project and Related Costs

1. The Cost and Gross Square Feet by Department is provided in the table below.

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below) CLINICAL	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New Circ.*		Gross Sq. Ft. Mod. Circ.*		Const. \$ (A x C)	Mod. \$ (B x E)	
CLINICAL									
ESRD		\$0.53			5,050			\$2,660	\$2,660
Contingency		\$0.05			5,050			\$250	\$250
TOTAL CLINICAL		\$0.58			5,050			\$2,910	\$2,910
NON- CLINICAL									
Admin									
Contingency									
TOTAL NON- CLINICAL									
TOTAL		\$0.58			5,050			\$2,910	\$2,910

* Include the percentage (%) of space for circulation

2. As shown in Table 1120.310(c) below, the project costs are below the State Standard.

Table 1120.310(c)			
	Proposed Project	State Standard	Above/Below State Standard
Modernization Contracts and Contingencies	\$2,660	\$200.71 x 5,050 GSF = \$1,013,586	Below State Standard
Contingencies	\$250	10% - 15% of Modernization Construction Contracts 10% - 15% x \$2,660 = \$266 - \$399	Below State Standard
Consulting and Other Fees	\$5,000	No State Standard	No State Standard
Moveable Equipment	\$122,555	\$55,293.22 per station = 4 stations x \$55,293.22 = \$221,172	Below State Standard

Table 1120.310(c)			
	Proposed Project	State Standard	Above/Below State Standard
Fair Market Value of Leased Space or Equipment	\$1,093,146	No State Standard	No State Standard

Section X, Economic Feasibility Review Criteria
Criterion 1120.310(d), Projected Operating Costs

Operating Expenses: \$1,751,686

Treatments: 10,140

Operating Expense per Treatment: \$172.75

Section X, Economic Feasibility Review Criteria
Criterion 1120.310(e), Total Effect of Project on Capital Costs

Capital Costs:

Depreciation:	\$16,582
Amortization:	\$ 12
Total Capital Costs:	\$16,594

Treatments: 10,140

Capital Costs per Treatment: \$1.64 per treatment

Section XI, Safety Net Impact Statement

1. This criterion is required for all substantive and discontinuation projects. DaVita Inc. and its affiliates are safety net providers of dialysis services to residents of the State of Illinois. DaVita is a leading provider of dialysis services in the United States and is committed to innovation, improving clinical outcomes, compassionate care, education and Kidney Smarting patients, and community outreach. A copy of DaVita's 2016 Community Care report, which details DaVita's commitment to quality, patient centric focus and community outreach is attached at Attachment – 11A. As referenced in the report, DaVita led the industry in quality, with twice as many Four- and Five-Star centers than other major dialysis providers. DaVita also led the industry in Medicare's Quality Incentive Program. DaVita has taken on many initiatives to improve the lives of patients suffering from CKD and ESRD. These programs include Kidney Smart, IMPACT, CathAway, and transplant assistance programs. Furthermore, DaVita is an industry leader in the rate of fistula use and has the lowest day-90 catheter rates among large dialysis providers. Its commitment to improving clinical outcomes directly translated into 7% reduction in hospitalizations among DaVita patients.

DaVita accepts and dialyzes patients with renal failure needing a regular course of hemodialysis without regard to race, color, national origin, gender, sexual orientation, age, religion, disability or ability to pay. Because of the life sustaining nature of dialysis, federal government guidelines define renal failure as a condition that qualifies an individual for Medicare benefits eligibility regardless of their age and subject to having met certain minimum eligibility requirements including having earned the necessary number of work credits. Indigent ESRD patients who are not eligible for Medicare and who are not covered by commercial insurance are eligible for Medicaid benefits. If there are gaps in coverage under these programs during coordination of benefits periods or prior to having qualified for program benefits, grants are available to these patients from both the American Kidney Foundation and the National Kidney Foundation. If none of these reimbursement mechanisms are available for a period of dialysis, financially needy patients may qualify for assistance from DaVita in the form of free care.

2. The expansion of Vermilion County Dialysis will not impact the ability of other health care providers or health care systems to cross-subsidize safety net services. The Vermilion County GSA has experienced significant growth over the past two years, with census increasing by 31 patients (18% compound annual growth rate). Given the historical utilization trends, the existing facilities will reach 94% by December 2019, the year additional stations are projected to come online.

Vermilion County Dialysis census as of December 31, 2017 was 35 patients. Further, Dr. Erlandas Ulozas currently treats 506 pre-ESRD patients from the Danville, IL zip codes 61832 and 61834. 76 CKD patients from the Danville zip code of 61834 have been identified in support of this application. See Appendix - 1. Based upon attrition due to patient death, transplant, or return of function, it is projected that 30 of these 76 patients will require dialysis within 12 to 24 months of project completion. Thus, at least 65 patients (90.2% utilization) are projected to receive treatment at Vermilion County Dialysis within 24 months of project completion. Accordingly, the expansion of will not impact other general health care providers' ability to cross-subsidize safety net services.

3. The proposed project is for a 4 station expansion of an existing facility. Accordingly, this criterion is not applicable.
4. A table showing the charity care and Medicaid care provided by the Applicants for the most recent three calendar years is provided below.

Safety Net Information per PA 96-0031			
CHARITY CARE			
	2014	2015	2016
Charity (# of patients)	146	109	110
Charity (cost in dollars)	\$2,477,363	\$2,791,566	\$2,400,299
MEDICAID			
	2014	2015	2016
Medicaid (# of patients)	708	422	297
Medicaid (revenue)	\$8,603,971	\$7,381,390	\$4,692,716

Section XII, Charity Care Information

The table below provides charity care information for all dialysis facilities located in the State of Illinois that are owned or operated by the Applicants.

CHARITY CARE			
	2015	2016	2017
Net Patient Revenue	\$311,351,089	\$353,226,322	\$357,821,315
Amount of Charity Care (charges)	\$2,791,566	\$2,400,299	\$2,818,603
Cost of Charity Care	\$2,791,566	\$2,400,299	\$2,818,603

Appendix I – Physician Referral Letter

Attached as Appendix 1 is the physician referral letter from Dr. Erlandas Ulozas projecting 30 pre-ESRD patients will initiate dialysis within 12 to 24 months of project completion.

CARLE PHYSICIAN GROUP

611 W. Park Street | Urbana, IL 61801 | (217) 383-3311



Erlandas Ulozas, M.D.
Division of Nephrology
Carle Physicians Group
611 West Park Street
Urbana, Illinois 61801

Kathryn J. Olson
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

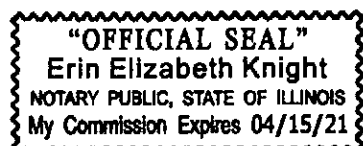
Dear Chair Olson:

I am pleased to support the proposed DaVita Inc. ("DaVita") expansion of Vermilion County Dialysis. Vermilion County Dialysis has seen extraordinary growth since its Medicare Certification date of February 16, 2017. Through December 31, 2017, the patient census increased to 35 patients for a utilization rate of 72.9%. 11 patients were added in Q4 2017 alone, for a one-quarter growth rate of 45.8%. The proposed 4-station expansion to the existing 8-station facility will improve access for current and future patients of Vermilion County Dialysis.

Presently, there is only one other in-center hemodialysis facilities within 30 minutes of Vermilion County Dialysis. However, it's important to note that Vermilion County Dialysis was approved partially due to selective admission practices of this other facility. The expansion of Vermilion County Dialysis will maintain access to necessary dialysis services to patients residing in Danville and the surrounding communities. DaVita is well-positioned to provide these services, as it delivers life sustaining dialysis for residents of similar communities throughout the country and abroad. It has also invested in many quality initiatives to improve its patients' health and outcomes.

I have identified 76 patients from my practice who are suffering from chronic kidney disease (or CKD) who all reside within Danville (zip code 61834). Conservatively, I predict at least 30 of these patients will progress to dialysis within 12 to 24 months of project completion.

A list of patients who have received care at existing facilities over the past 4 years is provided at Attachment – 1. A list of new patients my practice has referred for in-center hemodialysis for the past 2 years is provided at Attachment – 2. The zip code for the 76 pre-ESRD patients previously referenced from my practice is provided at Attachment – 3.



carle.org *Erin Elizabeth Knight*
2/27/18

-280-

Appendix - 1

CARLE PHYSICIAN GROUP

611 W. Park Street | Urbana, IL 61801 | (217) 383-3311



These patient referrals have not been used to support another pending or approved certificate of need application. The information in this letter is true and correct to the best of my knowledge.

DaVita is a leading provider of dialysis services in the United States, and I support the proposed 4-station expansion of Vermilion County Dialysis.

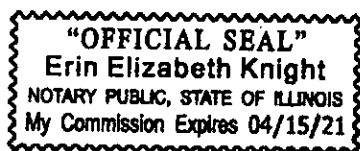
Sincerely,

Erlandas Ulozas, M.D.

Erlandas Ulozas, M.D.
Nephrologist
Division of Nephrology
Carle Physicians Group
611 West Park Street
Urbana, Illinois 61801

Subscribed and sworn to me
This 27th day of February, 2018

Notary Public *Erin Elizabeth Knight*



Attachment 1
Historical Patient Utilization

Vermilion County Dialysis							
2014		2015		2016		2017	
Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count
NA	NA	NA	NA	61832	3	1	60960
				60942	1	23	61832
						2	61883
						2	61834
						1	60963
						3	60942
						1	61858
						1	61801
						1	61812
						1	61846
						1	61817
						1	47917

Attachment 1
Historical Patient Utilization

Illini Renal Dialysis							
2014		2015		2016		2017	
Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count
60707	1	60957	1	60970	1	61822	6
60957	3	61802	8	61802	6	61866	12
61801	1	61820	18	61820	22	61821	13
61802	8	61821	1	61821	3	61802	5
61820	5	61822	5	61822	5	62640	1
61821	5	61825	1	61823	1	61820	17
61822	1	61832	4	61825	1	61874	1
61832	3	61834	1	61826	3	61843	2
61834	1	61843	1	61832	3	61910	1
61843	1	61844	1	61839	1	61865	1
61844	1	61846	1	61842	1	61853	2
61846	1	61852	1	61843	2	61856	1
61856	2	61853	1	61846	1	61826	1
61858	2	61856	1	61852	1	61869	1
61866	5	61858	1	61853	1	61823	2
61873	1	61859	1	61856	2	61873	1
61874	2	61865	1	61865	1	61839	1
61876	1	61866	7	61866	11	61832	4
61882	1	61867	1	61867	1	61884	2
61910	1	61874	1	61869	1	32081	1
61956	1	61876	1	61874	1	61801	3
62535	1	61896	1	61896	1		
		61910	1				

Attachment 1
Historical Patient Utilization

Mattoon Dialysis							
2014		2015		2016		2017	
Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count
60957	1	61910	5	61910	4	61910	5
61910	5	61920	5	61920	11	61943	2
61917	1	61932	1	61931	1	61938	26
61920	3	61938	12	61938	19	61920	15
61932	1	61943	1	61943	2	62474	1
61934	1	62447	2	61944	1	61951	1
61938	12	62448	1	61951	1	62436	1
61951	1	62469	1	61953	1	61931	1
62447	1	62474	1	62436	1	62468	1
62469	1	62480	1	62447	1	61944	2
				62474	1	61953	1
				62480	1	61912	2
						62480	2
						62447	2

Attachment 2
New Patients

Vermilion County Dialysis			
2016		2017	
Zip Code	Pt Count	Zip Code	Pt Count
3	61832	1	60960
1	60942	15	61832
		2	61883
		2	61834
		1	60963
		2	60942
		1	61858
		1	47917

Attachment 2
New Patients

Illini Renal Dialysis			
2016		2017	
Zip Code	Pt Count	Zip Code	Pt Count
60970	1	61820	3
61802	1	61821	6
61820	12	61866	3
61821	2	61822	3
61822	2	61832	1
61823	1	61823	1
61826	3	61884	2
61832	2	32081	1
61839	1	61801	3
61842	1	61853	1
61856	1		
61866	6		
61867	1		
61869	1		

Attachment 2
New Patients

Mattoon Dialysis			
2016		2017	
Zip Code	Pt Count	Zip Code	Pt Count
61920	5	62468	1
61931	1	61912	2
61938	11	61920	5
61943	1	61938	9
61944	1	62447	1
91953	1	61951	1
62436	1	61944	1
61951	1	61910	1
		61943	1
		62480	1

Attachment - 3
Pre-ESRD Patients

Zip Code	Total
61834	76
Total	76

Appendix - 1

After paginating the entire completed application indicate, in the chart below, the page numbers for the included attachments:

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ORIGINAL

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March 7, 2018

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FEDERAL EXPRESS

Michael Constantino
Supervisor, Project Review Section
Illinois Department of Public Health
Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761

Re: Application for Permit – Vermillion County Dialysis

Dear Mr. Constantino:

I am writing on behalf of DaVita Inc., Total Renal Care, Inc., and Genesis KC Development LLC (collectively, "DaVita") to submit the attached Application for Permit for an 4 station expansion of Vermillion County Dialysis. For your review, I have attached an original and one copy of the following documents:

1. Check for \$2,500 for the application processing fee;
2. Completed Application for Permit;
3. Copies of Certificate of Good Standing for the Applicants;
4. Authorization to Access Information;
5. Physician Referral Letter; and
6. Financial Viability Waiver.

Thank you for your time and consideration of DaVita's application for permit. If you have any questions or need any additional information to complete your review of the DaVita's application for permit, please feel free to contact me.

Sincerely

Anne M. Cooper

Attachments

polsinelli.com

Atlanta Boston Chicago Dallas Denver Houston Kansas City Los Angeles Nashville New York Phoenix
St. Louis San Francisco Silicon Valley Washington, D.C. Wilmington

Polsinelli LLP in California